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The Solicitors' Journal.

LONDON, JULY 27, 1867.

A CASE INVOLVING an important question respecting the extent of the right of solicitors to practice in the Court of Bankruptcy, has lately excited a good deal of attention in Birmingham, owing partly to the fact of its having given rise to what is called "a scene in court." The point, however, which was raised is, independently of personal considerations, one of some interest to the profession; and as the decision of the learned Commissioner has just been brought under review by the Court of Appeal, we think it is well to call attention to the subject. A Mr. Broadhouse, who carried on business in Wednesbury, was adjudicated a bankrupt, and gave notice in the usual form of his intention to dispute the adjudication. This notice was signed by Messrs. Duignan, Lewis, & Lewis, of Walsall, as the bankrupt's solicitors. When the matter came on to be heard before the Commissioner, Mr. Richard Austen Dale, who was the managing clerk of Messrs. Duignan & Co., and who had himself been recently admitted, appeared on behalf of Mr. Broadhouse. The Commissioner inquired of Mr. Dale in what character he appeared, and he replied that he appeared as the solicitor of the bankrupt; but, upon being further pressed, admitted that he appeared as the clerk of Messrs. Duignan & Co. The Commissioner refused to hear him, on the ground that he was entitled to the attendance of one of the principals. Ultimately the matter was adjourned for three days. When it came on to be heard again, Mr. Dale again presented himself on behalf of Mr. Broadhouse, and the Commissioner again refused to hear him. Mr. Dale insisted that, as a solicitor, he had a right to be heard by virtue of section 212 of the Bankruptcy Act, 1861, and, to use his own words, that he appeared by the same right as the Attorney-General would appear. The Commissioner still refused to hear, and after a rather unseemly altercation, made an order confirming the adjudication of bankruptcy against Broadhouse. The bankrupt, who was present in court, here interposed, and said that he wished Mr. Dale to be heard on his behalf, but his appeal was without avail.*

From this order confirming the adjudication Mr. Broadhouse appealed, and, as might have been anticipated, the Lords Justices discharged the order and remitted the matter to the Commissioner. Their Lordships were unanimously of opinion that the Commissioner was, in the first instance, right in refusing to hear Mr. Dale. Lord Cairns said that, in his opinion, the Commissioner was not bound to hear Mr. Dale appearing as the clerk of Messrs. Duignan & Co., even though he was himself a solicitor of the court. The 212th section of the Act did nothing more than absolve the solicitor from the necessity of retaining counsel and give him authority to appear himself; but it did not alter the ordinary rule that a solicitor was only entitled to appear as the solicitor of a particular client, and in no other character. Lord Justice Rolt thought that to say that a clerk of a solicitor, even though he was himself a solicitor, was practising as a solicitor in the matter

before the Court, was not a reasonable construction of the words of the section.

But both their Lordships were likewise unanimous in holding that, after the bankrupt's intimation that he desired Mr. Dale to be heard in his behalf, the case assumed a different aspect, and it thereupon became the duty of the commissioner to ask the bankrupt whether he desired to retain Mr. Dale as his solicitor in the matter, and if so, to hear Mr. Dale in that capacity.

We understand that it has been not at all unusual for clerks to act as advocates in the Bankruptcy Court at Birmingham, and complaints have been made of the same thing having been done in other courts. The construction which their Lordships have put upon section 212 of the Bankruptcy Act is one of much importance, and will, we think, have a beneficial operation.

EARL RUSSELL, on Friday the 19th, drew the attention of the Secretary of State for the Colonies to the extraordinary and unwarrantable language made use of by a Mr. Purcell, a gentleman who has been acting as a stipendiary magistrate in Jamaica, relative to Lord Chief Justice Cockburn and his charge to the grand jury in the case of *The Queen v. Nelson and Brand*. In another column will be found a *resumé* of what took place in the House of Lords upon this occasion.

It appears that Mr. Purcell (who, by the way, is a member of the English, and not, as the *Pall Mall Gazette* recently stated, of the Irish, bar) is one of six gentlemen who were some months ago nominated for the judgeships of certain new courts in the nature of county courts, which it was then proposed to establish in that colony. Although these new tribunals were, and indeed are, not yet legally created by legislative enactment, it was found advisable that the six gentlemen in question should at once proceed to Jamaica, and, pending the creation of their proper tribunals, should act as stipendiary magistrates. It was in the exercise of this judicial function that Mr. Purcell thought proper to indulge in the foolish and indecorous observations to which Earl Russell now drew attention. A solicitor engaged in conducting a case before him, having cited a passage in the Lord Chief Justice's charge, the following dialogue ensued:—

Mr. Purcell:—I do not care about any opinion of Sir Alexander Cockburn. His opinions are worth nothing. He never was a lawyer. Every lawyer in London knows that. He was indebted for his appointment to the circumstance, as is well known, of his having done some service to Lord Palmerston in the Greek question. He never should have been put upon the Bench.

The Solicitor:—I am afraid we cannot afford to repudiate the opinions of the Lord Chief Justice of England, and I may be pardoned if I remark that it seems to me to comport ill with the dignity of the bench for any person in a judicial capacity to express himself from the bench and in public as your worship has just done.

Mr. Purcell:—So far to the contrary, I have much pleasure in repeating the observations I have used. You had better proceed.

The Duke of Buckingham, in reply, stated that on learning what had taken place, and finding that Mr. Purcell's explanation involved no denial of having used this language [what could the explanation have been?], he had felt it his duty to inform the Governor that Mr. Purcell's appointment as judge must not be confirmed, and probably all persons who ever take the trouble of thinking or judging for themselves will agree with Lord Cairns that his Grace adopted the only wise course open to him under the circumstances.

The remarks made by Lords Denman and Melville upon this debate are much to be regretted, as well for their Lordships' own sakes as for the reputation of the Estate to which they belong. The charge in question has been published in a very readable form, and it is a little too much that anyone, without having taken the trouble to inform his mind, should hazard remarks so absurd in the one case and so unjust

* *Vide, supra*, p. 792.

and untrue in the other. A more perfectly fair and impartial charge to a jury it would be difficult to imagine. The fault, if any, lies in an excessive straining after fairness which led Sir Alexander Cockburn, after proceeding most lucidly up to a certain point, to embarrass the jury by a show of leaving to their unbiassed decision considerations which admitted of no doubt. A more conspicuous absence of "partizan feeling" can hardly be conceived. We are glad that such eminent personages as the Lord Chancellor and Lord Cranworth did not refrain from expressing their disapprobation of Viscount Melville's observations.

THE LITIGATION of the *Slade* case is not to be prolonged; a compromise has been made between the uncle and the nephew, and the case will now, it may be supposed, be withdrawn from public notice. Many of our contemporaries have copied from the *Owl* a paragraph announcing the terms of the arrangement to be that General Slade abandons all claim to the title and estates, and receives, *per contra*, from his nephew, a sum of £28,000 and the amount of the costs which he has incurred in the litigation.

This statement, however, is not quite accurate; the arrangement made being, in reality, the following:—General Slade abandons all claim to the title and estates, receiving £28,000, from his nephew, and each pays his own costs.

SUNDRY OF OUR CONTEMPORARIES have been glad to avail themselves of our obituary notice of the late Lord Justice Turner, by reprinting it in their columns with the customary acknowledgment. We are of course pleased to find that the account, with which we were able to present our readers, of the late Lord Justice and his family antecedents, has proved so interesting to the public at large. We observe that our legal contemporary, the *Law Times*, has dealt with our obituary after a fashion of its own, viz., by extracting certain paragraphs and embedding these in matter of its own composition. We are especially sorry that our contemporary did not think it worth while to make the acknowledgment customary when one journal borrows from another,—and for this reason;—in our account of the family from which Sir George Turner sprang there was a clerical error, not discovered till too late for correction, of rather an obvious description. The passage, as we corrected it in an *erratum* last week, ran, and should originally have run—"His" (Sir George Turner's) "father was a person of great literary attainments, and was the intimate friend of the poet Crabbe," &c. Unfortunately, however, the two words "his father" were accidentally left out, and so the passage read as though Francis Turner, the town-clerk of Yarmouth, who was born in 1662, had been the poet's friend, which, unless he had lived to an extraordinary age, he certainly could not have been. As the *Law Times* copied the entire paragraph, clerical error and all, we are sorry that our contemporary did not either make the necessary and obvious correction itself, or else, by acknowledging to having copied the paragraph, escape the responsibility of having made Francis Turner, born in 1662, a contemporary of one who lived in the times of Scott, Byron, and Southey.

A QUESTION asked by Mr. Graves in the House of Commons last week elicited from Mr. Cave the information that the Limited Liability Bill is not to be prepared by the learned gentleman who prepared the bill in the case of the Companies Act, 1862, his time being too fully occupied to admit of his undertaking the task. It is, of course, possible that a great number of the little clumsinesses of the Companies Act, 1862, may have originated when the bill came to be cut about in committee. If this were otherwise, then, looking at the Act as it stands and its phraseology, it seem a matter for little regret that the task of preparing the draft of a new Companies Act should fall into other hands.

THE OXFORD CIRCUIT commenced on July 12, at Abingdon, where there was 1 cause and 13 prisoners for trial, before 2 judges. At Oxford there was 1 (undefended) cause and 18 prisoners.

The Home Circuit commenced at Hertford (the commission day being July 15th), where there were 17 causes, 3 being undefended, and the assizes were concluded on the next day.

The Norfolk Circuit commenced on July 12th, at Oakham, where there were 2 causes and not a single prisoner for trial (one bill being ignored).

If the business of the above-mentioned towns could have been taken at the next places the judges went to, much valuable time would have been saved. Two Courts of Queen's Bench sat at Guildhall on the 11th July, which was the commission day for Abingdon, and only one on the 13th and 15th July. Mr. Justice Mellor and Mr. Justice Shee were the judges, and were not to be at Oxford before the 13th, or Worcester before the 17th July. If, therefore, these two judges had remained in London till the 16th, they could have assisted to dispose of the business there, and then have tried the causes and prisoners for the three counties at Worcester. In like manner Mr. Baron Martin and Mr. Justice Blackburn might have remained in town till the 17th, and then have left for Chelmsford; and Mr. Justice Byles till the 14th, and then have left for Leicester, and have helped to dispose of the town business before they left.

It is well known that the assize business at certain towns is always very meagre, and yet much judicial strength is wasted for want of the circuits being properly re-arranged. Surely every small county cannot expect to have a separate assize in these days of rapid railway communication?

SO MUCH time has been occupied this session by the negotiation of the Reform Bill, that the time available for other reforms, legal amendments, and many other important measures, falls far short of the amount required to do justice in each case. The abandonment of sundry important measures is far from being the sole, or even the principal, disadvantage resulting from this state of things.

When any material portion of the work of a session gets huddled and cornered up at its close, there is always considerable danger of its being imperfectly got through. This is especially the case this session; reform has stopped the way so long that there is but scant time left for several very important measures. The Law Societies, we are glad to see, have done good service at this juncture; by their petitions they have called the attention of the House of Commons and the public to defects in measures under consideration, and thereby have materially assisted the House in its somewhat hurried deliberations. We desire, also, to call attention to a very useful pamphlet by Mr. Scratchley, of the Inner Temple, on the subject of life assurance. Some of the reforms advocated by Mr. Scratchley are embodied in the Policies of Assurance Bill of the present session.

THE ARGUMENT of the appeal in the *Overend & Gurney* case was not concluded yesterday (Friday) when their Lordships rose. The case was opened on Monday last, and will be resumed next Monday.

THE LAW OF CONSPIRACY.

It is the misfortune of the legal as of most other professions, that those parts of the science which are the least certain are those to which public attention is most frequently turned, and what is the least able to bear criticism is the most exposed to it. The machinery creaks loudest where it is most imperfect. Moreover, as alterations are not commonly made till a change is found absolutely necessary, the law of any particular time must,

from the nature of the case, be always somewhat behind the requirements of that age.

At the present moment, the law of conspiracy is felt by most persons to be in an uncertain and, therefore, an unsatisfactory state. Nor can it be denied that the decisions of the courts and the dicta of text writers are neither consistent with one another, nor explicit in themselves. We shall endeavour to show that the difficulty has been introduced through an attempt to achieve too much in the definition of conspiracy as an indictable offence.

In the first place it is admitted on all hands that if a particular thing be a crime, if it be done or attempted by an individual, then if several "conspire," or in plainer English "agree" to do the same act, the latter commit an indictable offence, though their crime rest in bare intention. *Voluntas reputatur pro facto* in conspiracy as in treason, or you may regard the unlawful agreement as itself constituting the offence.

But it is not concerning such a conspiracy that any dispute arises. The ambiguity is introduced where several combine to effect by joint action, something which is injurious to another, such injury not being an offence cognizable as criminal if effected by the sole action of an individual.

The modern doctrine which follows the dicta of Grose, J., and Lord Mansfield, asserts that such an offence, if *malicious*, is a misdemeanour; and undoubtedly this is the case if the sole and only object of the combination be a malicious one. Now the assertion is in terms general, and leaves the impression that as in the case of homicide, the malice will be presumed till the contrary be shown; but in the vast majority of cases, the object of those who agree together is not injury to others but gratification to themselves, and although, as we shall presently show, in some cases the conspiracy is of such a nature that the inference of malice is irresistible, yet in others it is not even easy of proof, and therefore, to attempt in these latter cases to say in general terms that a conspiracy to effect a particular object (say a trespass) is indictable because injurious to the landlord, is to predict that in every such case the jury will find malice.

We conceive then that conspiracies of the kind we are considering may be divided into two principal classes: first, those in which the nature of the agreement itself implies malice, and these are, we submit, indictable at common law; and, secondly, those where the agreement itself does not necessarily import malice, and these are not indictable at common law, though they may be, and in some cases have been, rendered indictable by particular enactments, such as the laws which formerly existed against any combination of workmen among themselves to raise the rate of wages.

To the latter class belong all those combinations, the furtherance of whose objects incidentally involves *damnum* to another, whether *cum* or *sine injuriâ*. The former class is, as might be supposed, much less extensive, and we conceive that we shall most easily put our view in a clear light by giving some examples of this species of combination.

The case which is most frequently cited in illustration of the general position is that of several persons combining together to hiss an actor or damn a particular piece; and Lord Mansfield lays it down, in *Clifford v. Brandon*, that though to hiss is, in an individual, no crime, to combine to hiss is an indictable offence. The reason given for the first part of this dictum is, that the right to hiss is part of the contract between the spectator and the manager. But surely the right contracted for is only to hiss *honestly*. The true reason why the law cannot touch a spectator who merely hisses on his own account is, that you cannot possibly get at his real sentiments; *de gustibus non est disputandum*—if he chooses to say the performance or the play is displeasing, who is to contradict him? But the case of a combination to hiss presents quite another aspect. Such a combination must be malicious, for those who enter it

cannot possibly know beforehand whether the performance will be good or bad; and, if the agreement means anything, it is that they bind themselves to do, in consequence of the agreement, what they would not have done from mere individual impression.

To take another case. The seduction of a woman, living by herself, if effected by an individual, is neither an indictable offence nor an actionable wrong; but would it be maintained that, if an association were formed with the avowed object of seducing females in the above circumstances, such an association would not be indictable as a conspiracy at common law against public morals? And a very obvious distinction exists between the two cases, where the individual seduces the law cannot possibly get at the actual facts, they reside in the breasts of the guilty pair. The woman, for all that can ever be known, may have been the real seducer, and the law will not provide formally a remedy which, in the nature of the case, can never be applied, for "the law, like Nature, will do nothing in vain." On the other hand, in the case of the association, its avowed object is sufficient to raise the presumption of guilt, for its object is immoral and wicked, and no overt act beyond the mere agreement is necessary to complete the offence of unlawfully conspiring.

It might seem at first sight that this reasoning applied equally to the case of a woman living with her father or in service, when, as everyone knows, the master or father may recover for the woman's services, of which her condition, induced by the seduction, may have deprived him. Whatever may be thought of this fiction, it is at least certain that this wrong is actionable, not because of the man's *intention*, but because of his *act*, the intention being of no moment in this civil action. The wrong sued for is the damage to the father or master, and as in such a case the act of the defendant must have been wilful, the law, strictly speaking, ignores all question of who was to blame.

Again, take the case of an evasion by A. of the Customs' dues, and that his fine or mulct is paid out of good nature by B., here the law does not interfere. It does not interfere because it cannot; it finds it impossible to fix B. with any guilty intention. But suppose that, instead of A. and B. simply being friends, that B. is the secretary of an association of which A. is a contributing member, and that the sole object of such association is to pay the fines and losses incurred by the members in attempted evasions of the revenue laws, will it be held that such an association would not be a conspiracy at common law to evade the effectual operation of the revenue laws? We do not lay any stress on the fact that such associations do not exist; for, even if consonant to the common law, they would speedily be suppressed by positive enactment.

Let us attempt to apply the distinction we have pointed out to the case which in modern times has given practical importance to the ambiguity which exists in what constitutes an indictable conspiracy. We allude to those combinations among workmen which go by the name of "Trades' Unions."

According to our distinction (setting aside unlawful ends or means) the test for trying the legality of any such combination would seem to be, does the association contemplate as its *end* anything injurious to another. The mere fact that the objects it has in view are really injurious to all concerned, masters and men, is of no consequence. This is a blander, not a crime. The interests of masters and men are in the long run identical, and the larger the associations and the more varied the ages of the members, the greater guarantee exists that a short-sighted policy will not be pursued. The true course is not to repress combination, but to instruct it. Tried by this test, then, the agreement among the members of a union to strike cannot be indictable at common law; for the end they have in view is merely a particular line of conduct on the part of the masters which the men

suppose will be advantageous to them. They may be under a delusion, but that delusion will be much more surely removed by "the stern logic of necessity" than by any judicial system, however rigorous; for it may safely be affirmed that good laws are the mere hand-maids of the fundamental and radical tendencies of the average human mind. Where laws strive to effect more, they either fail, or, if they succeed, they crush the internal energy in proportion to their power to mould the external form.

THE ABOLITION OF IMPRISONMENT FOR DEBT IN FRANCE.*

Imprisonment for debt in France is once more a mere matter of history, a thing of the past, though such has been its tenacity of life in previous years, and so pertinaciously has it survived former abolitions that it seems almost premature to say that its final extinction has at length arrived. For the present, at any rate, imprisonment for debt is no longer a French institution. The senate has refrained from exercising its right of veto upon the law abolishing that barbarous usage. In France it was strongly rooted; handed down from the old *regime* among the many coloured materials of the old law, it had, though stoutly assailed, a better fate than other institutions perhaps less worthy of preservation, and, after some slight hesitation, it was adopted by the Constituent Assembly and not impaired by the Legislature. The Convention, however, inclined to out-do previous assemblies in deeds of reform, and did away with imprisonment for debt (*contrainte par corps*). It was re-established by the Directory, during a financial panic, by the decree of the 5th Ventose of the year V., and it enjoyed a long and uninterrupted career till the Revolution of February, when it was established by the provisional government, subject to the approval of the future Constituent Assembly. By a coincidence (whether fortuitous or otherwise does not appear), the date given by the provisional government to the decree of abolition was that of the decree of the Convention. The *contrainte par corps* was tenacious of life, however, and in a very short time it rose again in full vigour, being revived by a decree of the very assembly from which it was expected to receive its death-blow. One would hardly have supposed that what was considered too radical a measure by the Republican Constituent Assembly of '48 would be taken up and adopted by the Imperial Government; so, however, it has come to pass.

A bill was brought in by the Government, in the course of the last session, for the purpose of breaking down these barriers of the prison for debt, and very energetically was the measure pressed. Indeed, it was a pet scheme of the Emperor's, who frequently is more liberal than those around him. The majority of the House, however, generally so complying when purely political measures are concerned, turned suddenly restive against the attempt to free the debtor from what by monied men is considered the wholesome terror of the padlock. So much struggling, patching, and amending took place, that the law was not voted last session, much to the disgust and disappointment of many caged debtors who hardly expected such fractious resistance to a desire of the Emperor. This session, however, the Chamber has exhibited a better disposition, and the law was voted by the Chamber of Deputies. Joy and expectation rose high in the debtor's cell, and many a bottle of doubtful claret and pharmaceutical champagne were cracked in Clichy (the Parisian Queen's Bench), to celebrate

dawning freedom, when a damper was thrown over all by a rumour that the Senate intended to veto the new law. The Senate, for the purpose of somewhat checking the liberal impetuosity of which, it seems, the Chamber of Deputies is guilty, has recently been invested with a power, which was not heretofore within its attributes,—that of stopping, by a veto, the execution of any new law voted by the legislative body.

The first chance the Senate have had of airing this bran new power, was afforded them by the measure in question; and so much pressure was put upon the venerable assembly by the commercial world, that many expected that the measure would not be allowed to pass. Great efforts, however, were made by the Government; the Minister of State himself, the head of the cabinet, the eloquent M. Rouher, came forward to defend the law, and yet it was only passed by a majority of six, which, if five ministers who voted as senators be deducted therefrom, leaves only a majority of one—a very narrow escape! However, a majority of one is still a majority. So the law passed, and was immediately published and rendered executory by the Government in due form, and imprisonment for debt may be considered as dead for the present in France. Judging from its antecedents, however, there is no saying whether, in some future session, it may not be called to life again. However, as it is usual to give to the public biographies and portraits of the illustrious dead, it may be well to give some account of this institution of the past, and whether anything remains thereof.

As a rule, so far as French subjects (and foreigners domiciled with authorization) were concerned, arrest for debt was mainly directed against traders, that is, it was chiefly in use where it was least required. It is obvious, and has always been well understood, that the desire to preserve his credit and commercial honour, afford the greatest hold upon a trader; and, practically, imprisonment has been of very little use in that respect, being seldom put into play except as an instrument of vengeance and oppression, most fraudulent commercial debtors being amenable to criminal prosecutions. Another, and hardly more commendable use of the remedy, was to facilitate usurious transactions and speculations on the weaknesses of prodigals. French subjects and domiciled strangers who were not traders, were not, as a rule, liable to imprisonment for debt; nor could they, by contract or covenant, pledge their persons. They might, however, do so indirectly by making themselves parties to a bill of exchange, the payment of that class of negotiable instruments being secured in the interest of commerce by the exceptional remedies of arrest and imprisonment. The money-lender, of course, always insisted upon that form of security being given. The borrower accepted a bill of exchange accordingly, and, in case of default, was locked up in a prison for debt, from which, in the end, his freedom was purchased by his friends. The last cause (not to mention a few of especial character and limited application) which subjected the French subject or domiciled foreigner to arrest was the recovery of the fine, damages, or costs given by any court in favour of the state or a prosecutor for damages (*partie civile*). Foreigners, for any debt of whatever nature above 150 francs, were liable to imprisonment, and even to provisional imprisonment by order of a judge in chambers, before trial, on a mere *ex parte* statement of a French *prima facie* creditor who thought proper to allege that his pretended debtor was going to leave the country.

With respect to most of the above classes of persons who were once subject to its severities, arrest for debt is now abolished. The trader is free therefrom; so are the parties to a bill of exchange. No debts of any kind will make the debtor liable to imprisonment, except such as arise from a judgment giving damages or costs to a party aggrieved by an offence punishable by the penal law. Costs to the state are no longer recoverable by imprisonment. And what may be interesting to English readers

* In England the sole remnant of the system of imprisonment for debt exists in the county courts, in the practice, very extensively in force, of imprisoning debtors under £20, under cover of committal for contempt of the judges order in not paying. Lord Cairns recently in the House of Lords, in committee on the County Court Acts Amendment Bill, advocated the abolition of this remnant of the institution. In the other House the Bill has not yet emerged from committee. Under these circumstances this article will have much interest for English readers.—Ed. S. J.

is, that by the new law no distinction is made between the alien and the subject. Now, therefore, except in the very limited number of cases where a Frenchman may be arrested, the foreigner is entirely free from imprisonment for debt.

Since the 22nd of last July the Englishman in France has no longer to dread the recurrence of an incident too frequent heretofore, the intrusion of a commissary of police, with bailiffs and tipstiffs, in his bedroom at six o'clock in the morning, to hurry him off to Clichy at the suit of some Frenchman, with a perhaps very contestable claim against him, and who has taken that summary mode of frightening him into payment or arrangement. But what will become of the *Gardes du Commerce*? These worthies are the bailiffs or officers established in Paris, exclusively for the arrest of debtors. After the decree of 1848, abolishing *contrainte par corps*, they called upon the Minister of Justice of the Provisional Government to complain that their occupation was gone. Will they memorialise the Emperor to the same effect? Certain it is that they bought their business or office on the faith of the law. Nothing, however, has yet been said about indemnifying them.

UNLAWFUL ASSEMBLY, ENGLISH AND IRISH.

The common law boasts its elastic character. It has grown up at many times, in many places, and under many circumstances, and so can adapt itself to all. But great judgment is required in attempting the adaptation. The law of unlawful assembly, and riot, apart from the statutes on party processions, is the same in Ireland as in England; yet it is argued that where strong party feeling—and particularly religious party feeling—prevails, an assembly of a great number of persons might, from its general appearance and accompanying circumstances, be calculated to excite terror and alarm and lead to a breach of the peace, and therefore be unlawful in the one country, which in the other would excite no more notice than a procession of a rural friendly society. This difference is considered by the commissioners appointed by the Lord Lieutenant to inquire into and report upon the conduct of the Dungannon justices, when the fight of Donaghmore came before them, to have been overlooked by the bench.

In the county Tyrone lies that village, well laid out for the meeting of inter-hostile Protestant and Catholic neighbours. Three roads, two of them country roads, and the third the village street, meet close to the chapel, where there is set up a cross—sign of peace in theory but of war in practice. On a night in September last, at half-past eight, Protestant drums and fifes were heard advancing by the country roads; the larger body of between one and two hundred men passed the chapel, and joined the smaller body of about twenty, then the united bodies marched to the village. In the meantime a large body of Roman Catholics had collected at the cross. "Kill them, every one," or, as the Commissioners' report quaintly says, words to that effect, was the cry now raised on the Roman Catholic side. "The whole scene then became disordered, the party moved on, some of the drums resumed beating; when they reached the cross they were attacked by a large body of the townspeople, the chapel bells were ringing, an affray ensued in which stones were thrown and both parties struck each other." The two Protestant parties then took their ways back down the two roads homeward, but whether in victory or retreat it was no part of the Commissioners' duty to chronicle. The important point, as regards the legal bearing of the case, was that, according to the evidence on cross-examination of the sub-constable who sallied out from the barrack hard by the chapel to quell the fight, the Protestant party conducted themselves well; he saw them doing "nothing improper," they had no arms, no offensive weapons, no emblems, and were not playing any party tunes, none of them committed any breach of the peace.

To constitute an unlawful assembly in Ireland, under the Party Processions Act of 1850, there must be meeting and parading together and joining in procession with fire-arms or other offensive weapons, or some banner, emblem, flag, or symbol tending to provoke animosity between different classes, or with music or singing tending to provoke such animosity. With the view of causing this Act to be rigorously put in force, a paper of instructions for the guidance of magistrates in suppressing such processions had been issued by the Government. The justices were given to understand in all the clumsiness of official language, that it was their bounden duty to act upon the powers vested in them by statute for the suppression of the illegal proceedings against which the Act was directed, and that they would be held, collectively and individually, responsible for any violation of that law, which might occur in their districts of which it should be found that they had notice, in case it should be found that they had not made use of their authority and means at their disposal to suppress such proceedings, and bring those concerned to justice. With these menacing "instructions for their guidance" in their hands, it is not surprising that the Dungannon justices discharged a summons issued at the suit of certain officers of the constabulary against six of the protestant party, on a charge of unlawful assembly and riot, while on another summons against ten of the townspeople they committed the accused for trial. The justices inferred that a party procession which did not fall within the provisions of the Act as explained by the instructions was not an illegal assembly.

On the face of the matter the justices showed good sense. When the Legislature, wishing to tranquillise a particular portion of the kingdom which is liable to local outbreaks from feelings heated by party displays in the streets, enacts that such and such a meeting or parading is unlawful, the fair inference is that any other procession, harmless in itself, is not practically unlawful. We use that expression because it is well known that if the law of public meetings were put in force, or were morally in force in this country with strictness, scarce a public meeting could be innocently held. Nevertheless the discharge of the Protestants and the committal of the Roman Catholics naturally excited so much jealousy that Mr. Charles Kelly and Mr. Charles Shaw were appointed to investigate the judicial proceedings at Dungannon. In their report, they think that the assembly of the Protestants, as we have described it, was "calculated to excite, in the minds of reasonable men, well-grounded feelings of alarm." They also think that the justices were mistaken in supposing that the parties in the first summons were not responsible for the riot because they were not seen to take any active part in it; and they quote Mr. Baron Bramwell, in his charge to the grand jury on the occasion of the Birkenhead Riots, that "in cases of riot, the rules of good sense and good law are the same. A man may take part in a riot, not merely by being an actual stone thrower, or shouting, or yelling. If he be seen marching with them, so that his presence was an aid and encouragement to the more active parties, he is as much a party in a riot as a soldier in a battle, who, although he did not fire, was there present to be brought up as a reserve."

All this will be readily admitted where riot and battle are within the object and intent. The doubt is as to its applicability to the Donaghmore processions. It is, of course, no question of Catholic or Protestant with us, it is simply one of the law as it ought to be administered. The true question is, whether a procession, be it Catholic or be it Protestant, which would be innocent in England, is to be treated as criminal in Ireland, in the absence of any statute for that purpose. To decide that no such procession shall be held because it is calculated to excite in the minds of reasonable men well-grounded feelings of alarm, is impliedly to decide that it is reasonable to expect an attack on such a procession. But this is a kind of reasonableness which we are of opinion that the

law ought not to contemplate or give way to. In one sense it is reasonable to expect that if a man walks into a crowd with his watch in his waistcoat pocket, some thief will snatch it; so there is reasonable ground to fear that goods exposed at a shop window may be stolen. If the Legislature thought the evil of the temptation to the thief greater than the good of the liberty to the owner, it would interpose. It has interposed in Ireland when the provocation to strife is too great an evil to admit of the continuance of liberty to make certain party displays. Let that law be carried out, but let not the law be pushed further.

A morbid sensibility to antipathies existing in one part of the community causes an unfair restriction on the liberty of the rest. Again, equal law for the whole kingdom, except where the statute book has made a difference, is the best mode of equal civilisation. Where the statute book has made no such difference it appears to us to be no part of the duty of justices to create inequality.

RECENT DECISIONS.

EQUITY.

RULE TO DETERMINE WHETHER INTERFERENCE WITH LIGHT MATERIAL.

Beadell v. Perry, 15 W. R. 120.

The Vice-Chancellor in this case adopted a suggestion made to him in a case of *Lyons v. Dillimore*, 14 W. R. 511, and which he there approved, that, as a rule of convenience, no deprivation of light and air should be considered material enough to entitle a person to relief if the rule of the Metropolitan Buildings Act had been complied with, and the additional height of the erection complained of was not greater than its increased distance from such person's premises. In many of the cases importance had been attached to the fact of the angle subtended by the defendant's building, at the lower part of the plaintiff's window, being greater or less than 45 degrees, and if the above rule were adopted, that angle would never be greater and would generally be less than 45 degrees, but the question in each case is really not one of measurement of angles or sky-area, but of the fact of material obscuration, and we much doubt the expediency of laying down any presumption of the above kind as to this matter of fact. The object of the rule, moreover, in the Acts in question, is to fix a minimum, and the adoption of a corresponding provision in the same Acts for a minimum amount of air as a rule in like cases has been emphatically repudiated. (*Dent v. Auction Mart Company*, 14 W. R. 709.)

SPECIAL USER OF LIGHT.

Lanfranchi v. Mackenzie, 15 W. R. 615.

As the hearing of the appeals in this case, and that of *Hubbock v. Thornhill*, 11 Sol. Jour. 772, which was decided without any argument, as raising substantially the same question, will probably be delayed for some time, and as the point involved is an interesting one, both to the legal and general public, we proceed to make some comments on it, and we shall do so with the more freedom from the Vice-Chancellor having evidently felt himself bound by the old case of *Martin v. Goble*, which we think a court of appeal would, if necessary, overrule.

In order to save our readers the trouble of a reference to the report, we give the substance of the case and the judgment. The plaintiffs were silk merchants, and had, during the fourteen years immediately preceding the erection of the defendants' new buildings, occupied and used a room looking over the defendants' premises as a sample-room. These new buildings may be taken to have caused a material diminution of the light required by the plaintiffs for the purpose of their special trade, and until then enjoyed by them, but not of that which would be sufficient for the ordinary purposes for which the room had been used for the six years preceding its occupation

by them. An injunction was refused on the ground that the right acquired was limited by the user, and that there had not been a twenty years' user of the extraordinary amount of light claimed. Without calling to our aid any authorities, we submit that this reasoning rests on a fallacy in not distinguishing between positive and negative easements. In the one case the right is defined and limited by active user, which can alone be evidence of it; in the other, it springs from a certain relation between the dominant and servient tenements, which, without more, may sufficiently determine it. To make our meaning more clear, when A. claims a right of way over B.'s land, the right itself, and the extent of it, as whether it is a foot or a drift way, can only be proved by evidence of the nature and duration of the user; but if the claim is to the access of light over B.'s land, and A.'s windows appear to have existed during twenty years, and there has been no obstruction on B.'s part, the right is, or at least may be, determined by the quantity of such light which, during that time, A.'s windows received, and is, or may be, independent of the mode of enjoyment of that light by A. We certainly understand that the effect of the Prescription Act is to give an indefeasible right to that quantity of light, and if the idea of user is to be introduced at all in such a case, we think it must be found in the reception of that quantity of light by A.'s window, and not in the nature of A.'s employment of it within the room.

The authorities seem not only reconcilable with this view, but inconsistent with any other. In the old case of *Martin v. Goble*, 1 Camp. 56, 320, a malt-house had been converted into a parish workhouse, a window remaining unaltered, and it was held that there could be no prescription for the light coming to this window, the point being, not that the mode of user of the light was altered, but the dominant tenement in respect of which it was claimed (see *Dent v. Auction Mart Company*); and we agree with the Vice-Chancellor that the same decision would probably be given in a similar case since the Prescription Act, the right to light remaining an easement notwithstanding that Act, and as such being only capable of assertion in respect of some certain tenement. In *Yates v. Jack*, 14 W. R. 618, 1 L. R. Ch. 298, Lord Cranworth's opinion is distinctly expressed, "Even if the evidence satisfied me that for the purpose of their present business a strong light is not necessary, and that the plaintiffs will still have sufficient light remaining, I should not think that the defendant had established his defence unless he had shown that for whatever purpose the plaintiffs might wish to employ the light, there would be no material interference with it;"* and after setting off against these dicta, Lord Westbury's decision in *Jackson v. Duke of Newcastle*, 12 W. R. 1066, that the Court would not speculate on future possibilities, as the conversion of a grocer's into a jeweller's or silk mercer's shop, and that the application for relief must be founded on present injury, we think that the rule fairly deducible is, that the Court will interfere if there is a material diminution of the light essential for any purpose for which, judging from the user of the past twenty years, it is likely to be required.

The rule laid down in *Lanfranchi v. Mackenzie* seems to us at any rate inconvenient. Suppose that A., finding the light coming through his window more than sufficient, has put up a screen for a short time so as exactly to adapt the light to his requirements, and that his neighbour erects buildings interrupting the light to such an extent that only sufficient will be left when the screen is removed, according to the above case, A., not having enjoyed the extraordinary amount of light required when the screen is up for twenty years, must remove the screen, although the use of blinds and other contrivances to mitigate the glare of sunlight has never as yet been held to prejudice a person seeking to restrain interference with his light (*Dent v. Auction Mart Company*, 14 W. R.

* In *Calecraft v. Thompson*, 15 W. R. 387, Lord Chelmsford expresses his entire concurrence with this opinion.

709, 2 L. B. Ch. 238). But a more serious consequence of this rule being upheld will be that an intending purchaser or tenant of a room for the purpose of any special trade requiring more than ordinary light, instead of being satisfied with evidence of the windows being twenty years' old, and of such a trade being then carried on there, must investigate the purposes for which the room has been used during the preceding twenty years, and in order to be safe, he ought to satisfy himself not only that such trade, or a trade with equal requirements in respect of light, has been carried on there during the whole of that period, but that the owner of the servient tenement was cognisant of it, a matter which it might be very difficult to prove as to any particular room.

COMMON LAW.

Reg. v. The Manchester, Sheffield, and Lincolnshire Railway Company, 15 W. R., Q. B., 676.

The maxim that no one can be a judge in his own cause is as well known to all lawyers as it is consonant to every principle of justice. If any person acting in a judicial capacity is himself directly and immediately interested in the result of the decision of the question upon which he has to adjudicate, his decision, whether right or wrong, cannot be allowed to stand, but the matter must be again considered in order that a judgment by an impartial person may be obtained. *Dimes v. The Proprietors of the Grand Junction Canal Company*, (4 H. L. C. 759), is a leading case upon this subject, where Lord Cottenham, C., gave a judgment in favour of a company in which he was a shareholder. Lord Campbell, in giving judgment in the House of Lords in that case, said—"No one can suppose that Lord Cottenham could be in the remotest degree influenced by the interest he had in the concern; but it is of the last importance that the maxim, 'That no man is to be a judge in his own cause,' should be held sacred." Although this maxim is of universal application, it is yet sometimes difficult to say what is and what is not such an interest as will disqualify a judge from acting. It is clear that it must be something more than a mere fanciful or possible interest, otherwise it would be almost impossible to find a case in which the judge might not, by some bare possibility, have an interest which would disqualify him from acting. In *Reg. v. Rand*, L. R. 1 Q. B. 230, it was held that justices of the peace were not disqualified from acting as such merely because the result of their decision had a tendency to increase the value of some securities they held as trustees, but in which they had no beneficial interest whatever, the Court holding that the mere possibility of bias in favour of one of the parties does not *ipso facto* avoid a decision. This has been followed in *Reg. v. The Manchester, Sheffield, and Lincolnshire Railway Company*, where an attempt was made to upset the verdict taken before the Sheriff of Lancaster, and judgment thereon by a land owner against the defendants, for compensation for lands taken by the defendants, on the ground that the sheriff was interested in the matter in dispute. The sheriff in point of fact had not interfered at all, but the under-sheriff had summoned the jury, and an assessor had presided over the inquiry, and it was not pretended that there had been bias or unfair dealing in fact. It was, however, argued that these proceedings ought to be set aside on the ground that the sheriff was a shareholder of a railway company which was enabled by Act of Parliament to become part-owner of the defendant's railway at a future time, upon payment of certain sums of money. The Court decided that such an interest as this being simply contingent was too remote, and that the proceedings taken to assess the compensation were not invalid. The argument turned on the words "interested in the matter in dispute" in the 39th section of the Lands Clauses Act, 1845, but as the Court held that these words mean interested in such a way as would disqualify at common law, the case is an authority as to the application of the general principle of disqualifying interest as

well as to the meaning of this particular section. Of course, if the company in which the sheriff was a shareholder had at the time he issued his warrant been owners of the defendant's railway, the result of this case would have been different, as there the sheriff would have had a direct and certain interest in the matter, and in the words of the judgment of this case, "if the sheriff had been thus disqualified, the jealousy of the law would not have allowed the act of the under-sheriff to be supported, on the ground that in the particular case the sheriff had not interfered, and was, in fact, ignorant of the proceedings."

Few v. Perkins, 15 W. R., Ex., 713.

A question arose in this case as to the effect of a notice of a landlord to his tenant, requiring the latter to do certain repairs upon the demised premises. The lease under which the tenant held, contained a general covenant to repair, and also a covenant to repair within three months after notice so to do from the landlord. There was the usual clause in the lease for re-entry on breach of any of the covenants. The premises being out of repair, the plaintiff (the landlord) gave the defendant (the tenant) a three months' notice to do certain repairs "in accordance with the covenants of the lease;" but, before the expiration of the three months, he issued his writ in ejectment in order to recover the premises, claiming to be entitled to re-enter for a breach of the general covenant to repair. The defendant contended that the notice under the covenant to repair within three months after notice was a waiver of the breach of the general covenant, and that, therefore, he was entitled to a verdict. There was, of course, no right of re-entry for a breach of the covenant to repair within three months after notice, because the three months had not expired, and if the contention of the defendant were correct, the plaintiff was not entitled to a verdict for breach of the general covenant to repair. The Court gave judgment for the plaintiff, holding that he had here done what he was not bound to do, and had given a notice which was not required, but he had done nothing to deprive himself of the right to re-enter given him by the lease on the breach of covenant to repair.

COURTS.

COURT OF CHANCERY.

[LORDS JUSTICES.

July 22.—*Re Broadhouse; Ex parte Dale*.—This was an appeal from two orders of Mr. Commissioner Sanders, of the Birmingham Bankruptcy Court, committing Mr. Dale to prison for refusing to be sworn, and directing him to pay costs.

Mr. Dale is a solicitor employed as clerk to Messrs. Duignan, Lewis, & Lewis, of Walsall. He was summoned to appear in the Birmingham Bankruptcy Court on the 27th May last, in the matter of the bankruptcy of Mr. Broadhouse, and to produce a deed of which he (Mr. Dale) is an attesting witness. He had produced the deed and given evidence before one of the Registrars of the court. Messrs. Duignan, Lewis, & Lewis permitted him to attend, but instructed him to apply for his expenses before giving his evidence. The Commissioner admitted that Mr. Dale was entitled to his expenses, but the solicitors on whose behalf he had been summoned refused to pay. The Commissioner nevertheless required him to be sworn. In consequence of his refusal a warrant was made out for his committal, and he was detained in the custody of one of the officials of the court. Messrs. Duignan & Co., being informed by telegraph of what had happened, advised him to submit under protest, which he did accordingly. An order to pay the costs was first made upon Messrs. Duignan & Co., but subsequently upon Mr. Dale himself. The only sum paid to him for his second attendance was 5s.

Kay, Q.C., and *Knigh*, for Mr. Dale, said that in addition to travelling expenses and subsistence money, he was entitled to between two and three guineas. They characterised the conduct of the Commissioner, in committing

him without hearing an explanation, as most improper. It was the invariable practice of Commissioners in Bankruptcy to give witnesses an opportunity of raising questions of this character by way of appeal.

De Gez, Q.C., and Napier Higgins, for the respondent, contended that Mr. Dale was not entitled to anything more than the travelling expenses. Although a solicitor, he appeared in the character of a solicitor's clerk only. The second attendance was rendered necessary by his own default.

CAIRNS, L.J., said that by a little reflection on both sides the necessity of submitting the case to the Court might have been avoided. He thought, however, that Mr. Dale was entitled to something for subsistence money, and that he was quite right in standing upon his strict rights. The order appealed against must be discharged.

ROLT, L.J., was of the same opinion. He thought the Commissioner was not right in committing Mr. Dale, or in ordering him to pay the costs.

Both orders were, therefore, discharged, but without costs.

July 23.—*Re Broadhouse*.—This was an appeal by the bankrupt himself in the same case. The case came before the Commissioner on June 6 (*vide supra*, p. 792). Mr. Dale appeared for the bankrupt to oppose the adjudication. The Commissioner, however, refused to hear him, on the ground that he appeared as a clerk. The bankrupt in person requested the Commissioner to hear Mr. Dale, but the Commissioner persisted in his refusal, dismissed the bankrupt's application, and confirmed the adjudication of bankruptcy. On these grounds the bankrupt appealed.

Kay, Q.C., and Knight, for the appellant.

De Gez, Q.C., and Napier Higgins, for the respondents.

CAIRNS, L.J., said it was clear that Mr. Dale went in the first instance before the Commissioner, and claimed to be heard—not as solicitor to Mr. Broadhouse, but as clerk and representative of Messrs. Duignan, Lewis, & Lewis, who were Mr. Broadhouse's solicitors. The Commissioner was not bound to hear Mr. Dale as clerk and representative of Messrs. Duignan, Lewis, & Lewis, even although Mr. Dale was himself a solicitor of the court. A solicitor was entitled to appear only as the solicitor of a particular client. The main object of the Court in allowing and being anxious to favour the appearance of solicitors as representing other persons, was that the Court should in each case have before it one of its own officers, who, on the one hand, was under an obligation to the Court, as an officer of the court, and, on the other hand, was under an obligation as the person representing the suitor; and unless that connection was maintained and kept complete, the object of the Court in having the assistance of and allowing the work of solicitors to be performed would be entirely defeated. So long as Mr. Dale claimed to be heard not as solicitor of Broadhouse, but as clerk of Messrs. Duignan, Lewis, & Lewis, who were the solicitors of Broadhouse—so long was the Commissioner justified in refusing to hear him. There was no foundation for the argument that Mr. Dale was appearing there doing "agency" business in the ordinary technical sense in which that term was understood among solicitors. He clearly was not doing agency business for Messrs. Duignan, Lewis, & Lewis. He was the agent of Messrs. Duignan, Lewis, & Lewis in one sense—in the legal sense in which a servant was the agent of his master, or a clerk was the agent of his employers—but not in the technical sense in which that term was used when solicitors acted in the manner referred to. But when the Commissioner refused to hear Mr. Dale as clerk of Messrs. Duignan, Lewis, & Lewis, and when the bankrupt begged that Mr. Dale might be heard, then it would have been well if the Commissioner had clearly informed the bankrupt of the position in which he stood, by saying, "If you continue to look to Messrs. Duignan, Lewis, & Lewis as your solicitors, Mr. Dale cannot be heard as their representative in the capacity of clerk; you therefore must have a solicitor, or speak for yourself, or take the consequences." Then the bankrupt might, if he pleased, have chosen Mr. Dale as his solicitor, and Mr. Dale would have been entitled to be heard as a solicitor of the Court. The matter should go back to the Commissioner in order that the bankrupt might be heard.

ROLT, L.J., said it was not intended that the clerk of a solicitor should be permitted to appear and plead in Courts of Bankruptcy. But it was said that the practice as to agents would allow the clerk of a solicitor, being himself a

solicitor, to appear and act as an agent. That argument could not be maintained, because Mr. Dale was unquestionably not the agent of Messrs. Duignan, Lewis, & Lewis in the technical sense in which that term was understood by the profession. There remained the question, what order should have been made under the circumstances? The bankrupt at the end of the examination said, "I am the bankrupt, and I wish Mr. Dale to be heard;" and after that he said, "I have engaged Mr. Dale, he has the whole matter in hand, I wish him to be heard before you." It was impossible to hold, after that, that the order made by the Commissioner was the right order under the circumstances. Instead of confirming the adjudication the Commissioner should have given the bankrupt complete information as to the consequences of his adhering to the course he was taking, or the case might have been adjourned to another day, the Commissioner saying to the bankrupt "In the meantime you had better consider whether you will not appear by some other person. The Court is quite willing to give you an opportunity of being heard, but you must be heard according to the rules and practice of the Court." To say instead, "We confirm the adjudication, and there is an end of the matter," was rather hard upon the bankrupt. Therefore the order should be discharged, but the case did not appear to be one for costs.

Solicitors for the appellant, *Duignan, Lewis, & Lewis*, of Birmingham.

Solicitors for the respondent, *Southall & Nelson*, of Walsall.

(Before Vice-Chancellor Wood.)

July 19.—*Hawkins v. Maltby*.—The question in this case was one of considerable importance inasmuch as it rendered necessary a decision on the legal operation of a practice prevalent on the Stock Exchange with regard to dealings in shares.

The plaintiff on the 21st of March, 1866, directed his brokers, Messrs. Crawley, to sell 40 shares (£5 paid up) in the Imperial Mercantile Company. Messrs. Crawley sold them the same day to a Mr. Mackenzie, and gave the plaintiff a sale note for £202 10s. On the 26th March a call was made on the shares, and their value consequently fell. On that day, whether before or after the hour at which the call was made did not appear, but certainly before the defendant knew of the call, he instructed his brokers, Messrs. Wilkins, to buy him 100 shares in the company. Messrs. Wilkins accordingly, in part pursuance of this order, bought 40 shares on the 27th March, giving for them the sum of £145. On this latter day, which was "name day," Mr. Mackenzie, who as the original purchaser was liable on the shares, went to the plaintiff's brokers and directed them to take the name of the transferee from a broker named Butler. Butler named the defendant as having purchased through Messrs. Wilkins. Messrs. Crawley accordingly prepared deeds of transfer as from the plaintiff to the defendant, but left the consideration in blank. The plaintiff executed these deeds, and afterwards Messrs. Crawley having received £145 from the defendant's brokers, inserted this sum as the consideration, and sent the transfers with the share certificates to the defendant's brokers, who forwarded them to the defendant. Soon afterwards Mr. Mackenzie paid Messrs. Crawley the difference between the £202 10s. and the £145, and they paid the plaintiff the whole of the £202 10s. The defendant had no notice of the call which had been made just before his brokers bought; he had never executed the transfers; he had disregarded all notices sent to him on behalf of the company, and he had never taken any part in the company's affairs.

On the 11th May, 1867, the company stopped payment and was afterwards ordered to be wound-up. The bill was thereupon filed to compel the defendant to execute the transfer, to register it, and to repay the two calls which the plaintiff had had to pay, viz., the call of the 26th March, and one which had since been made by the official liquidator.

Giffard, Q.C., and Townsend, for the plaintiff.

Druce and Bush for the defendants contended that there was no privity between the plaintiff and defendant. There was no contract between them. The deed having been executed in blank was no deed, and therefore did not vest the legal title in the defendant. There was a series of independent contracts giving rise to a series of independent equities, but there was no equity between the plaintiff and defendant. As to any custom of the Stock Exchange, such a custom might control the carrying out of a contract, but could not make a contract where there was none.

Wood, V.C. (after comparing the practice of the Stock Exchange in this passing of shares from hand to hand, until at last they found themselves in a hand that intended to keep them, to the operations of the clearing house), said that the deed, having been executed in blank, and executed by the plaintiff alone, could be regarded only as an agreement by the plaintiff that he would transfer the shares to the defendant. The question then was whether, under the circumstances, this was such an agreement between the parties as that the Court would decree specific performance of it against the defendant. Suppose B., having agreed to purchase a leasehold property from A., afterwards went to A. and said—"I have re-sold to C., and I wish you to assign directly to him," and A. had consented to do so; and suppose, while this arrangement stood only in agreement, and the legal estate still remained in A., C. objected to complete? It was not at all clear that A. could file a bill for specific performance against C. instead of against B. At all events it was certain that, if C. found that the property was not in the state in which it had been represented to him to be, he would be in a much better position to meet such a bill than B. would have been.

In the present case the purchase was of shares on which £5 had been paid. It was quite true that the defendant could not require shares on which more than £5 had been paid; but it was a very different thing to say that, and to say that he was bound to take shares on which, though £5 had been paid, there had been a call made anterior to his purchase, of which he was not informed, and which he would have to pay before he could be registered. He bought, of course, subject to the knowledge that calls might be made on his shares, but he certainly did not intend to buy shares on which there was a call then payable.

Under these circumstances the defendant had a right to say that, the legal title not being vested in him, the plaintiff could not force the equitable title upon him.

The bill must be dismissed, and, being for a legal claim, it must be dismissed with costs.

ROLLS COURT.

July 25.—LORD ROMILLY desired that heavy motions might stand over till the next Seal. His Lordship added that that being done, he would on Thursday next (August 1) proceed with motions, and hear the whole of them, together with adjourned summonses, before he rose for the vacation.

COURT OF PROBATE AND DIVORCE.

Sir J. Wilde recently said, upon a petition under the Legitimacy Declaration Act, that he should, in every contested case, order a jury where either party desired it. This mode of trial was the best for such cases, and, above all, it was a matter of right in so important a question as legitimacy.

GENERAL CORRESPONDENCE.

PROFESSIONAL ETIQUETTE.

Sir,—It is not usually considered decorous, or in accordance with the etiquette of the profession, for solicitors to publicly advertise their readiness to undertake business, and there can be but small doubt that the etiquette which sets a mark against any conduct which may come under the description of "touting" is well founded and salutary in its operation. Good wine, sir, needs no bush, and if members of the profession (whether barristers or solicitors I care not) cannot secure to themselves business by skill and industry, which in the long run never fail to achieve success, it is due both to the public and the profession that public importunity should not be resorted to.

Or even taking a lower ground, either the professional etiquette, which I, for one, believe to be most beneficial in its operation, is right, or it is wrong. If right it should be rigorously maintained, if wrong it should be abolished. In any case it is unfair that a few bold individuals should practically disregard usages by which their professional brethren consider themselves to be bound.

My object in writing thus is to call your attention to the latest method in which professional etiquette is, (as I submit), clearly ignored. I have before me the advertisement of a firm of estate agents, which, after specifying the customary business of such agency, which the advertisers are prepared to undertake, proceeds to inform the public that one of the

firm, who is a solicitor (name not given), will undertake every description of professional business, &c., &c., preliminary advice gratis, and so forth. You have in several instances in your columns exposed violations of the usages by which members of the profession consider themselves bound, and if you will, by printing this letter, allow me to call their attention to the above you will greatly oblige,
NEMO.

RECEIVER'S RECOGNIZANCES.

Sir,—I should be glad if one of your readers would inform me whether it is usual or obligatory on the sale of leaseholds for the purchaser's solicitor to search at the Inrolment office for recognizances entered into by the vendor as a receiver (or those through whom he claims as receivers) appointed by the Court of Chancery, and further, whether having regard to the statute 7 Ann. c. 20, such recognizances bind the lands without being registered in the Middlesex Registry or the Common Pleas Registry. If they bind the lands of the obligor do they bind from their date or from the period when a default having been made they become liable to be put in suit. Can the purchaser's solicitor, finding such a recognizance enrolled, safely complete the purchase without requiring it to be gotten rid of?
AN ARTICLED CLERK.

APPOINTMENTS.

The question respecting the Judgeship of the Admiralty Court has now been set at rest, the office having been accepted by Sir ROBERT JOSEPH PHILLIMORE, Q.C., D.C.L., her Majesty's Advocate-General.

Mr. WILLIAM CLARKE, of No. 29, Coleman-street, City, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds to be executed by married women, in the city of London, also in the county of Middlesex, and city and liberties of Westminster.

EDWARD MOUNTFORD COLEMAN, of Birmingham, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

CHARLES BAYLEY KING, of Birmingham, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

RALPH HOWARD, of Stockport, has been appointed a Commissioner to administer oaths in the High Court of Chancery in England.

PARLIAMENT AND LEGISLATION.

ROYAL ASSENT.

July 24.—The Royal assent was given by Commission to the following Bills:—Real Estate Charges Act Amendment Bill,—Transubstantiation, &c., Declaration Abolition Bill,—Court of Appeal Chancery (Despatch of Business) Bill,—Turnpike Trusts Arrangements Bill,—Judges' Chambers (Despatch of Business) Bill,—and several local and private bills.

HOUSE OF LORDS.

July 19.—Lord Redesdale's Meetings in the Royal Parks Bill was withdrawn.

Earl Russell called the attention of the Secretary of State for the Colonies to the remarks made by a stipendiary magistrate in Jamaica, Mr. Purcell, on the charge of Chief Justice Cockburn in the case of General Nelson.

Lord Denman would remind their lordships that the grand jury did not think much of the charge, for they threw out the bill.

Viscount Melville said that a more unjust, unfair, and partial charge never was delivered by any judge.

The Duke of Buckingham said his attention had been called to Mr. Purcell's language by a despatch from the governor. An arrangement had been made last year for the constitution in Jamaica of some courts similar to the English county courts, and it had been thought well that the six gentlemen (of whom Mr. Purcell was one) who had been selected as judges for these courts should, pending the enactment of the law establishing the courts, act as stipendiary magistrates. Mr. Purcell seemed to be a man of

considerable ability and legal knowledge; but he regretted to find that he did not deny the use of the language imputed to him. He had, therefore, informed the governor that Mr. Purcell's appointment as judge must not be confirmed. His appointment as stipendiary magistrate was a matter for the governor, who, he had little doubt, would not think fit to continue Mr. Purcell in any judicial capacity. It was difficult to get barristers of any eminence at colonial salaries.

Lord Cairns explained the circumstances under which he had submitted the name of Mr. Purcell to the Earl of Carnarvon (late Secretary of State for the Colonies) for nomination. He was glad to find that Mr. Purcell's legal capacity had given satisfaction, but thought that the remarks made by him, to which attention had been called, admitted of no justification whatever, and deserved the gravest censure. He thought the Duke of Buckingham could have adopted no other course than the one he had taken.

The Earl of Carnarvon endorsed the remarks of Lord Cairns.

The Lord Chancellor had thought, when consulted on the subject, that nothing could be more offensive and indecorous than the expressions used by Mr. Purcell. He had considered that if Mr. Purcell had been already appointed a judge, then, however highly improper and indecorous the expressions he used might appear to be, they could hardly be deemed a sufficient ground for removing him from his office; but that if he had not yet been appointed, it would be quite proper to withhold the appointment. He rose, however, now to express his very great regret that Lord Melville should have used such very strong expressions with regard to the able charge of the Lord Chief Justice. That charge occupied five hours in the delivery, and, of course, before his noble friend expressed so strong an opinion on the subject, he had taken care to read every part of it.

Lord Melville had read all that was published.

The Lord Chancellor.—Well, but it was published in an octavo volume, and no doubt his noble friend had read every part of it. It was impossible not to do the greatest justice to the research and the ability which that charge displayed. As to the law on the subject, there could be no doubt that that was the conscientious opinion of the Lord Chief Justice, and nobody can doubt that in that charge he displayed great ability and research. He was sorry his noble friend had expressed himself so strongly. A great many persons differed entirely from his noble friend, and thought the charge deserving of the highest praise.

Lord Melville thought a judge ought not to have displayed so much partisan feeling as was manifested on the occasion in question.

Lord Cranworth agreed with the Lord Chancellor, and remarked that if the Lord Chief Justice had acted in the manner imputed to him he would deserve to be impeached at the bar of that House.

The Offices and Oaths Bill, the Merchant Shipping Bill, and the Patriotic Fund Bill were read a third time and passed.

The Trades' Union Commission Act (1867) Extension Bill, the Prorogation of Parliament Bill, and the Turnpike Trusts Arrangement Bill passed through committee.

July 23.—The Consecration of Churches and Churchyards Bill was read a third time and passed.

Earl Derby moved the second reading of the Representation of the People Bill.

Earl Grey moved, as an amendment, "that the Representation of the People Bill does not appear to this House to be calculated in its present shape to effect a permanent settlement of this important question, or to promote the future good government of the country; but the House, recognising the urgent necessity for the passing of a bill to amend the existing system of representation, will not refuse to give a second reading to that which has been brought to it from the House of Commons, in the hope that in its future stages it may be found possible to correct some of its faults, and to render it better fitted to accomplish the proper objects of such a measure."

The debate was adjourned.

The Naval Stores Bill was read a second time.

The report of amendments to the Trades Union Commission Act, 1867, Extension Bill, was agreed to.

The Prorogation of Parliament Bill and the Turnpike Trusts Arrangement Bill were read a third time and passed.

July 24.—The London, Chatham, and Dover Railway (Arrangement) Bill was read a second time.

The Commons amendment to the Judges' Chambers (Despatch of Business) Bill were agreed to.

The adjourned debate on the second reading of the Representation of the People Bill was resumed, and Earl Grey's amendment was ultimately negatived without a division, and the bill read a second time.

July 25.—The Banns of Matrimony Bill was read a second time.

The Tests Abolition (Oxford and Cambridge) Bill was thrown out on the second reading by a majority of 74 to 46.

The Railways (Scotland) Bill passed through committee. The Report of Amendments on the Vaccination Bill was agreed to.

The Naval Knights of Windsor Bill was read a second time.

The Earl of Harrowby presented a petition from Miss Shedden, praying for an investigation into certain frauds alleged by her to have been committed in regard to documents which were now in the custody of the House, and were of essential importance to the appeal now waiting for hearing. He hoped their Lordships would grant an inquiry by select committee or otherwise, for if the fraud complained of had really been committed, it was a very gross one.

HOUSE OF COMMONS.

July 19.—The Court of Appeal Chancery (Despatch of Business) Bill passed through committee, was read a third time, and passed.

The Investment of Trust Funds Bill, the Dogs' Regulation (Ireland) Act (1865) Amendment Bill, and the Masters' and Servants' Bill, were read a third time and passed.

The Morrisho Velho marriages Bill was read a second time. The Railway and Joint-Stock Companies Accounts Bill was withdrawn.

July 22.—The Chancellor of the Exchequer said there were fifty Government Bills on the paper. With nine of these it was not proposed to proceed; eleven had come down from the Lords, and with these it was not intended to proceed until the latest period in the session. Of the remaining thirty, sixteen stood for second reading, thirteen for committee, and one for third reading.

The following nine Bills were then withdrawn:—The Murder Law Amendment Bill, the Writs Registration (Scotland) Bill, the Tenants' Improvements (Ireland) Bill, the Landed Property Improvement and Leasing (Ireland) Bill, the Admiralty Jurisdiction Bill, the Petit-Juries (Ireland) Bill, the Intestates' Widows and Children (Scotland) Bill, the Sea Fisheries Bill, and the Office of Judge of the Court of Admiralty Bill.

Mr. Bouvier asked whether, the last-mentioned bill having been abandoned, the Government proposed to fill up the office of judge of the Court in question. No reply, however, was made.

In reply to Mr. White, Sir R. Palmer said that he seriously intended to proceed with the committee on the Increase of the Episcopate Bill.

The Representation of the People (Scotland) Bill was read a second time.

The second reading of the Meetings in Royal Parks Bill was carried by a majority of 181 to 64.

The House went into committee of supply, during which Mr. Esmonde called attention to the fact that gentlemen intending to be called to the bar in Ireland paid a stamp duty there, which was supposed to be enough to cover the expense of the stamp required on account of certain necessary attendances in the Inns of Court in England. Nevertheless, the stamp duty was demanded from them in England, and then they had to go through some circuitous process to get the money repaid to them.

Mr. Hunt was not aware that that was the case, but the subject would be inquired into if the hon. member sent a memorandum respecting it to the Treasury.

The Customs Revenue Bill and the Turnpike Act Continuance Bill were read a second time.

The Courts of Law (Ireland) Bill was read a third time and passed.

In committee on the County Court Acts Amendment Bill.—The clauses up to clause 8 inclusive were agreed to.

Clause 9 was amended by the insertion of a proviso that security for costs should not be required, in case the judge was satisfied that the case was a proper one to be tried in a superior court.

Clauses 10 to 23, inclusive, were agreed to.

Clauses 24 to 26, inclusive, were postponed.
 Clauses 27 & 28 were agreed to.
 Clause 29 was struck out.
 Clauses 30 and 31 were agreed to.
 Clause 32 was postponed.
 Clause 33 was agreed to.

Progress was then reported.

The District Lunatic Asylums (Ireland) Bill passed through committee.

The Poor Law Board, &c., Bill was reported with amendments.

The Sewage Bill was read a second time.

The District Prothonotaries Common Pleas (Lancaster) Bill was read a second time.

The War Department Stores Bill was read a second time.

The Consecration and Ordination Fees Bill was read a second time.

July 23.—The Meetings in Royal Parks Bill was recommended *pro forma*, in order for reprinting the Bill.

Mr. Gregory brought forward the *Tornado* case. He contended that the evidence would have justified the condemnation of this vessel in any Prize Court, that the only mistake made by the Spanish Government had been in the informality of the *sumario*, which, however, he urged, was merely preliminary proceeding resembling the English procedure before a grand jury. He asked why the *Tornado* had not been detained in England. He admitted that in the case of the vessel *Victoria*, the Spanish Government had been wrong; but said that their conduct had amounted to a delay rather than a denial of justice.

Sir R. Palmer approved Lord Stanley's conduct of this case in the main, but thought that in such a case, a neutral, though entitled to demur to a final conclusion, was not entitled to interfere on a question of procedure. He thought Her Majesty's Government should have waited for the *plenario*, which was, in fact, the real trial. The error of the Spanish Government had rendered this of no moment now.

The Attorney-General and Mr. Brett believed that the *sumario* was an actual sentence of condemnation.

The Morrho Velho Marriages Bill passed through committee.

The Industrial and Provident Societies Bill was read a third time and passed.

July 24.—The third reading of the Church Rates Abolition Bill was carried by a majority of 129 to 99, and the bill read a third time and passed.

The Justices of the Peace Disqualification Removal Bill passed through committee.

The Associations of Workmen Bill was withdrawn.

In committee on the Sunday Trading Bill, clause 1 was agreed to; upon clause 2 (defining the exceptions) some discussion took place, and progress was reported without anything further having been done.

The following new bills were read a first time:—A bill by Sir W. Gallwey for the relief of railway companies as regards agreements to work unprofitable branches; a bill by Mr. Hunt, to permit compositions for stamp duty on bank post bills for £5 and upwards (Ireland); and (by Mr. Gathorne Hardy) the customary bill to indemnify persons omitting to qualify themselves for offices.

July 25.—The House went into Committee of Supply.

The Army Reserve and Militia Reserve Bills were read a second time, and stand for further consideration on Monday, the 29th.

In committee on the Poor Law Board Bill:—

Clause 1.—An amendment by Mr. Ayrton, for renewing the Poor Law Board for five years only, was rejected by a majority of 88 to 14.

Clauses 2 to 19 inclusive were agreed to.

Clause 20 was postponed.

The remaining clauses were also agreed to; an amendment by Mr. Ayrton to clause 22 to omit the words empowering workhouse authorities to detain persons suffering from contagious diseases, being negatived.

In committee on the Admiralty Court (Ireland) Bill (the postponed clauses), the salary of the judge was fixed at £1,200 a-year, and the superannuation allowance of the present judge at £500 a-year, propositions by Sir Colman O'Loughlen to increase the one to £1,200 and the other to £500 being negatived. The other postponed clauses were also agreed to.

The Lords' amendment to the Public Records (Ireland) Bill were agreed to.

The Indemnity Bill, Bank Post (Ireland) Bill, and the Merchant Shipping Bill and the Trusts (Scotland) Bill, were read a second time.

The House went into committee on the Court of Chancery Officers) Bill; but, on the motion of Mr. Whalley, progress was reported.

The Morro Velho Marriage Bill was read a third time.

The Guarantee of Government Officers Bill passed through committee.

SCOTLAND.

We extract from the *Scottish Law Reporter* the following case which will have some interest for our English readers:—

SECOND DIVISION.

July 6.—*Orr v. Meikle and Smith*.—*Agent and Client—Authority to Compromise Action*.—This was a question as to the authority of a law agent to compromise a case, and resolved itself according to the view taken of it by the Court, into one of fact. Orr had employed Meikle and Smith, writers in Kilmarnock, to borrow some money for him, which, he said, they failed to do; they, on the contrary, asserting that they had done all that they could do or had proposed to do. A loan of a £150 was admittedly procured. Meikle and Smith, who had advanced this sum, and, in security thereof, taken both a bill from Orr and a bond over some heritable property in security of the loan, afterwards rendered to him an account of upwards of £21, for business done on his account in the transaction. Orr refused to pay, and instructed Mr. May, writer in Large, to defend the action. May was not entitled to practice in the Sheriff-court of Kilmarnock, where the action was brought, and he instructed Mr. Andrews, writer, Kilmarnock, to attend the case, and gave him a note of the defence to be stated. Andrews was of opinion that there was no good defence to the action, and wrote so to May, suggesting either a remit to the auditor or acceptance of an offer of compromise made by the pursuers. A long correspondence ensued between Andrews and May, from the early part of which it was clear that Orr would neither do the one thing or the other. In the latter part of the correspondence, May in one of his letters used the expression, "You must just go on, and do the best you can." No communication had ever taken place between Orr and Andrews, and it was not proved that May had communicated any of the letters written by Andrews to Orr, except one that the latter admitted having seen. He also admitted two conversations in the street on the subject. May died in 1866, and none of his business books have been recovered, but it was proved that he was on very intimate terms and almost in daily intercourse with Orr.

After a long correspondence, Andrews, without putting in defences to the action, joined with the defenders in a remit of the account to the auditor, and consented that decree should pass against Orr for the sum taxed. Orr then brought a reduction of this remit and of the proceedings that followed thereon.

The Lord Ordinary (Kinloch) reported the case to the Court on the pursuer's issue, expressing an opinion that the pursuer was entitled to an issue, on the ground that without authority an agent has no power by the law of Scotland to compromise an action. After some discussion the issue was superseded, and the Court remitted to the Lord Ordinary to take proof of the parties' averments, under the Evidence Act. The case came before the Court on the reported proof.

Gifford and W. A. Brown for the pursuers.

Clark and Gebbie contra.

The Court held (1) that Andrews rightly considered that he had authority from May to settle, and that May's letters were susceptible of that construction; and (2) that it must be assumed, from the intimate relation between the parties, that Orr knew what May was writing, and that Andrews' letters were communicated to him by May.

IRELAND.

RECORD COURT.

(Before O'BRIEN, J.)

July 17.—*Reynolds v. Costello*.—This was an action of ejectment, to recover possession of five acres of the lands of Cavan.

Montgomery, attorney for the plaintiff, applied to his lordship that he might be allowed to examine the plaintiff's witnesses, as the plaintiff was so poor he had been unable to make up a fee for counsel.

T. W. White, as the senior member of the Outer Bar in court, objected to an attorney opening the pleadings in this case, or examining the witnesses. These were the exclusive privileges of the Bar, who were entitled to pre-eminence in the superior courts, and even in the Crown courts at assizes an attorney would not be allowed to address the jury. If the attorneys were allowed not only to enjoy their own privileges, which the Bar did not seek to invade, but also to act as counsel, the Bar might retire from the profession.

His LORDSHIP said that so far as addressing a jury or examining witnesses in a record these were the privileges of the Bar, and an attorney could not be permitted to interfere; but the question remained, whether in such a case as this the plaintiff had not the right to conduct his own case.

M'Dermot, as counsel for the defendant, called his lordship's attention to the fact that the pleadings had been signed by counsel and attorney, and as the plaintiff had not sued originally *in forma pauperis*, it was not open to him now to proceed without counsel.

His LORDSHIP left the court for a few minutes, and on his return he said he had spoken with Chief Justice Monahan, who presided in the other court, who agreed with him that the plaintiff had a right to conduct his own case, but that if he did so his attorney could not be permitted to take any part beyond suggesting to his client.

The pleadings were not opened, but the plaintiff, a poor wretched-looking man, having been called on by his Lordship, handed up an old deed which, he said, was his title to the lands in question, and he examined a witness who proved the execution of the deed. It was dated the 17th of April, 1847, and recited that John Reynolds, being seised in fee, sold and conveyed to one Patrick Reynolds five acres of the lands of Cavan for £55. The plaintiff said that Patrick Reynolds was his brother; that he entered into the possession of the lands, and died in 1848, leaving his widow, Anne Reynolds. She married the defendant Costello, and they held the lands to the present, against the plaintiff, for the last eighteen years.

This was the plaintiff's case.

M'Dermot, for the defendant, called for a nonsuit.

His LORDSHIP refused a nonsuit, and in charging the jury said that, fortunately for the plaintiff, his case was a plain and simple one, not involving any points of law, and the jury should find a verdict for the plaintiff. It was stated that owing to his poverty he was unable to procure a fee for counsel, and by a most proper rule of the Connaught Bar—and which he would be most glad to see adopted on all the other circuits—no counsel could take a brief on circuit without the fee being paid with the brief. He would be sorry, for the sake of the clients themselves, that the practice would be resorted to of pleading their own cases without the aid of counsel; but, sitting there as a judge, could he exclude the plaintiff from being heard? Every plaintiff had a right to plead his own cause (the prudence of doing so was another matter), and that course had last week been adopted in the highest court in the realm—the House of Lords. There a lady—Mrs. Yelverton—had conducted her own case, but having elected to do so her counsel would not be allowed to interfere. In this case the Chief Justice had agreed with him that the plaintiff was entitled to be heard, but the rules of the profession, as regarded the attorneys and the bar, could not be violated by allowing the plaintiff's attorney to interfere.

COURT OF PROBATE.

(Before KEATINGE, J.)

July 18.—*Re the Goods of Mary Whitfield, deceased.*—*Robertson* applied that letters of administration be granted to Sarah Whitfield, as residuary legatee of the deceased. The residuary clause relied on was in these words:—"I bequeath all the residue of my property, viz., my household furniture, shop goods, and, and." He contended that "and, and" should be taken to mean "etc.," which should be held to include all property of deceased that could form a residue.

Dr. Townsend, for the next of kin, opposed the motion. He argued that "and, and" had a restricted meaning, that it could only include goods of the same class as goods specified in the bequest, and no other.

KEATINGE, J., said his opinion was in favour of the applicant's construction of the words in the clause, and granted the application.

APPOINTMENT.—The Right Hon. the Attorney-General has appointed John George Gibbon, Esq., of the Leinster Bar, to be his counsel.

LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION.

UNDER 23 & 24 VICT. c. 127, s. 9.

The elementary works, in addition to book-keeping (mercantile), selected for the intermediate examination of persons under articles of clerkship executed after the 1st of January, 1861, for the year 1868, are—

Chitty on Contracts, chapters 1 and 3, with the exception in chapter 3, of section 1 relating to contracts respecting real property. Any edition published in or after 1850.

Williams on the Principles of the Law of Real Property, 7th edition.

J. W. Smith's Manual of Equity Jurisprudence. 7th or 8th edition.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry.

Candidates are required by the judge's orders to give to the Incorporated Law Society one calendar month's notice before the commencement of the Term in which they desire to be examined. Candidates are also required to leave their articles of clerkship and assignments (if any), duly stamped and registered, seven clear days before the commencement of such term, together with answers to the questions as to due service and conduct up to that time.

Candidates may be examined either in the Term in which one half of their term of service will expire, or in one of the two Terms next before, or one of the two Terms next after, one half of the term of service under their articles.

The examinations are held in the hall of the Incorporated Law Society, Chancery-lane, London, in Hilary, Easter, Trinity, and Michaelmas Terms.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 25, 1867.

[From the Official List of the actual business transacted.]

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	81
Stock	Caledonian	100	109
Stock	Glasgow and South-Western	100	—
Stock	Great Eastern Ordinary Stock	100	96½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	112
Stock	Do., A Stock*	100	112
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	41
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	29
Stock	Lancashire and Yorkshire	100	127½
Stock	London, Brighton, and South Coast	100	51
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	111½
Stock	London and South-Western	100	77
Stock	Manchester, Sheffield, and Lincoln	100	44
Stock	Metropolitan	100	119½
Stock	Midland	100	114½
Stock	Do., Birmingham and Derby	100	85
Stock	North British	100	28½
Stock	North London	100	116
10	Do., 1860	5	6½
Stock	North Staffordshire	100	68
Stock	Scottish Central	100	—
Stock	South Devon	100	40
Stock	South-Eastern	100	63½
Stock	Taff Vale	100	102
10	Do., C	—	4 pm

* A reserve no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½
Ditto for Account, Aug. 6, 94½
1 per Cent. Reduced, 93½
New 3 per Cent., 93½
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94, 76½
Do. 5 per Cent., Jan. '73 105
Annuities, Jan. '80 —

Annuities, April, '85 12½
Do. (Red Sea T.) Aug. 1908 26½
Rx Bills, £1000, 4 per Ct. 27 pm
Ditto, £500, Do pm
Ditto, £100 & £200, 27 pm
Bank of England Stock, 6½ per
Ct. (last half-year) 258
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk. 10½ p Ct. Apr. 74, 218
Ditto for Account, 216 x d
Ditto 5 per Cent., July, '80 111½
Ditto for Account, —
Ditto 4 per Cent., Oct. '88, 97
Ditto, ditto, Certificates, —
Ditto Enhanced Ppr., 4 per Cent. 87

Ind. Enf. Pr., 5 p Ct., Jan. '79, 103½
Ditto, 5½ per Cent., May, '79, 108½
Ditto Debentures, per Cent.,
April, '64 —
Do. Do., 5 per Cent., Aug. '73
Do. Bonds, 5 per Ct., £1000, 66 pm
Ditto, ditto, under £1000, 66 pm.

MONEY MARKET AND CITY INTELLIGENCE.

Thursdays Night.
Last week we had to chronicle stagnation and decline, and the same record might serve for the week which has just terminated. The markets seem susceptible to the slightest depreciatory influence; every fresh arrival of bullion has a perceptible effect in furthering the depression. The event of the week has been the reduction, last Thursday, of the Bank-rate of discount from 2½ to 2 per cent. This change had been anticipated for some time; it has come at last, and the Bank-rate is now at its lowest pitch—one which has only been twice reached before, viz., in 1852 and 1862. On the first of these occasions the rate remained unchanged for 37, and on the second for 14 weeks. We have thus, within twelve months, witnessed a fall of 8 per cent. in the Bank-rate. The Joint-Stock Banks have reduced their rate of interest on deposit accounts to 1 per cent. In the various discount establishments money at call fetches 1 to 1½ per cent., and money at 7 or 14 days' notice, 1½ to 1¾ per cent. Since the reduction of the Bank-rate was made, there have been symptoms of a very slight re-action in the Stock-market, but the demand is still very feeble, and Railways, Foreign Securities, and Joint-stock Investments are, in the main, increasingly dull.

At Paris prices have fluctuated, the results—especially the latest—being a slight decline. Rentes, 65½ 65c.

ESTATE EXCHANGE REPORT.

AT THE MART.

July 16.—By Mr. W. H. HEWITT.
Freehold landed estates, comprising several farms, with homesteads and buildings, several houses, an inn, flour mill, cottages, the manors of Eastworth and Westworth, Dorset, and upwards of 1,600 acres of arable, meadow, and pasture land—Sold for £23,000.

By Messrs. CRAVE & UNDERHAY.
Freehold residence, known as Langley House, Langley, Bucks, with stabling, farm-yard, buildings, grounds, paddock, orchard, and gardens, comprising about 8 acres—Sold for £5,550.

By Messrs. DANN & SON.
Freehold residence, with stabling, coachhouse, outbuildings, grounds, and paddocks, situate at Dartford, Kent, and containing about 4 acres—Sold for £2,300.

July 17.—By Messrs. EDWIN FOX & BOURFIELD.
Leasehold business, No. 31, Bush-lane, Cannon-street, City, producing £560 per annum; term, 21 years from 1863 at £80 per annum—Sold for £2,500.

Leasehold stabling and premises, Nos. 4 to 7, Tenter-street, Little Moor-fields, producing £156 per annum; term, 61 years from 1832, at £25 per annum—Sold for £1,200.

Leasehold improved rental of £24 per annum (for 22½ years), arising from Nos. 1 to 8, Railway-place, Holloway-road—Sold for £300.

By Mr. SAFFELL.
Freehold, 6a 2r 20p of building land, situate at Rainham, Kent—Sold for £2,460.

By Messrs. RUSHWORTH, JARVIS, & ABBOTT.
Freehold residence, known as Stone-lodge, Sutton, Surrey, let at £36 per annum, also a freehold cottage adjoining, let at £13 per annum—Sold for £580.

Leasehold town mansion, being No. 59, Portland-place, St. Marylebone, with stabling and laundry in the rear—Sold for £5,400.

By Messrs. DERENHAM, TEWSON, & FARMER.
Leasehold premises, Nos. 95 & 96, Newgate-street, City, annual value £1,000; term, about 68 years, at £17½ per annum—Sold for £9,250.

July 18.—By Messrs. DERENHAM, TEWSON, & FARMER.
Freehold, 3 residences, Nos. 43 and 44, Stoke Newington-green, producing £90 per annum—Sold for £1,800.

By Messrs. C. C. & T. MOORE.
Leasehold, 3 houses, Nos. 27 and 28, Smith-street (on the Mercers' estate), Stepney, producing 40 per annum; term 47 years unexpired at £5 per annum—Sold for £275.

Leasehold house, No. 52, Wellesley-street, Stepney-green; annual value £24; term 68 years unexpired, at £3 per annum—Sold for £180.

Leasehold, 9 houses (one with shop), Nos. 1 to 9, Eastfield-street, Stepney, producing £184 14s. per annum; term 15½ years unexpired, at £47 per annum—Sold for £250.

Leasehold, 2 houses, Nos. 3 and 5, Copley-street, Stepney-green, producing £46 per annum; term, 76 years unexpired, at £3 per annum—Sold for £450.

Leasehold residence, No. 37, Bancroft-road, Mile-end, annual value £32; term, 79 years unexpired, at £4 per annum—Sold for £200.

Leasehold, 2 houses, Nos. 27 and 28, Lower Smith-street, Clerkenwell, producing £46 per annum; term, 13½ years unexpired, at £30 per annum—Sold for £120.

Leasehold, 16 houses, Nos. 1 to 16, Middle Shadwell, producing £170 14s. per annum; term, 24½ years unexpired, at £17 per annum—Sold for £650.

Leasehold house, No. 28, Paterson-street, Stepney, let at £22 per annum; term, 34 years unexpired, at £8 per annum—Sold for £105.

Leasehold house, No. 1, James-street, Lincolne-fields; let at £16 per annum; term, 43½ years unexpired, at £2 15s. per annum—Sold for £45.

July 19.—By Messrs. NORTON, TRIST, WATNEY, & CO.
Copyhold residence, situate in Lower-road, Richmond; let on lease at £170 per annum—Sold for £3,000.

Copyhold residence, known as Verandah Cottage, situate on the Hill, Richmond; let on lease at £40 per annum—Sold for £660.

Copyhold residence, known as York-house, situate as above; let on lease at £63 per annum—Sold for £1,000.

Freehold, 7 houses, Nos. 1 to 7, Riverdale-terrace, Lower-road, Richmond; let at £26 to £30 per annum each—Sold from £400 to £430 each.

Freehold plot of building land fronting Lower-road, Richmond—Sold for £220.

Leasehold property, known as Bush Hall-park, Hatfield, Herts, comprising a residence, with stabling, farm homestead, and park-like land, containing about 35 acres; term, 17 years unexpired, at £250 per annum—Sold for £800.

Leasehold, 5 houses, one with shop, Nos. 29 to 31, Knott-street, and 27 and 28, Dun-street, Deptford, producing £78 per annum; term, 46½ years unexpired, at £15 per annum—Sold for £230.

Leasehold, 9 houses, Nos. 18 to 26, Sun-street, Deptford, producing £105 6s. per annum; term, 8½ years unexpired, at £26 7s. per annum—Sold for £300.

July 22.—By Mr. JOHN FRISLEY.
Freehold farmhouse, with sheds and outbuildings and 2½ lr 30p of garden ground, situate in the parish of Acorn, Middlesex; let on lease at £113 4s. 2d. per annum—Sold for £9,450.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRIDGE—On July 21, at Finchley, the wife of John Bridge, Esq., Barrister-at-Law, of a daughter.

MORRIS—On July 22, the wife of the Right Hon. Mr. Justice Morris, of a son.

MOSSOP—On July 20, the wife of Charles Mossop, Esq., Solicitor, of No. 1, Ironmonger-lane, and Oakley-square, Chelsea, of a daughter.

WRIGHT—On July 22, at Amphill, Bedfordshire, the wife of John Wright, Esq., Solicitor, of a daughter.

MARRIAGES.

FOARD—HOWLETT—On July 17, at Earlsam Church, near Norwich, James T. Foard, Esq., Barrister-at-Law, of the Inner Temple, to Edith Grace, daughter of John Howlett, Esq., of Bowthorpe, near Norwich.

TEMPLEMAN—HOWARD—On July 6, at the Holy Trinity Church, Finsbury, Herbert Coates Templeman, Esq., Solicitor, New-inn, to Emily Maria, daughter of the late Edward Howard, Esq.

WARR—WILLIAMS—On July 23, at Christ Church, Lancaster-gate, Martin Ware, jun., Esq., Barrister-at-Law, of Lincoln's-inn, son of Martin Ware, Esq., of Gordon-square, and of Tiffed, Surrey, to Mary Violetta, daughter of the late Benjamin Williams, Esq., of Hellington and Lymphard.

WYNNE—HOLLICK—On July 24, at St. George's Church, Llandudno, Francis Wynne, Esq., Solicitor, Denbigh, son of Richard Liffon Wynne, Esq., of Ystrad, county of Denbigh, to Sarah Priest, daughter of Thomas Hollick, Esq., of Cwicach, Llandudno.

DEATHS.

BEVIR—On July 15, at Dyer-street, Cirencester, Mrs. Bevir, widow of W. L. Bevir, Esq., Solicitor, of Cirencester.

EDWARDS—On July 7, Henry Austin, infant son of F. Edwards, Esq., Solicitor, Moorgate, Rotherham, York-shire.

RAYMOND—On July 21, at 18, The Grove, Clapham-common, aged 23, Elizabeth Alice, daughter of John Raymond, Esq., Barrister-at-Law.

WINCKWORTH—On July 21, at 9, St. George's-square, S.W., Alice Mabel, infant daughter of Lewis Winckworth, Esq., aged ten weeks.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY, July 19, 1867.

LIMITED IN CHANCERY.

Gale's Protected Gunpowder Company (Limited).—Petition to stay all further proceedings in relation to the winding-up of the above Company, subject to the conditions that the Company be wound-up voluntarily, presented July 18, directed to be heard before the Master of the Rolls on July 27. Howard & Co, Paternoster-row, solicitors for the petitioners.

East India Cotton Agency (Limited).—Petition for winding-up presented July 17, directed to be heard before Vice-Chancellor Wood on July 27. Ashurst, Morris, & Co, Old Jewry, solicitors for the petitioners.

London and County General Agency Association (Limited).—Vice-Chancellor Stuart has, by an order, dated July 18, appointed George Scott, of 2, Bond-st, Walkbrook, official liquidator.

Joseph Horner & Sons (Limited).—Petition for winding-up, presented July 17, directed to be heard before Vice-Chancellor Wood, on July 27. Morris & Co, Moorgate-st-chambers, solicitors for the petitioners.

Lancashire Co-operative Building Company (Limited).—Petition for winding up, presented July 17, directed to be heard before Vice-Chancellor Wood on July 27. Crowley, Sergeants-inn, Fleet-st, solicitor for the petitioners.

Mersey River Steam Boat Company (Limited).—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to John Stanley Blaise, Lpool. Thursday, Oct 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Peruvian Railways Company (Limited).—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, 16, Tokenhouse-yard. Monday, Nov 4 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, July 23, 1867.

LIMITED IN CHANCERY.

East Pant Du United Lead Mining Company (Limited).—Petition for winding up, presented July 19, directed to be heard before Vice-Chancellor Wood on July 31. Lawrence, Lincoln's-inn-fields, solicitor for the petitioner.

Landshipping Colliery Company, Milford Haven (Limited).—Petition for winding up, presented July 23, directed to be heard before the Master of the Rolls on July 31. G. S. & H. Brandon, Essex-street, Strand, solicitors for the petitioners.

New Nantymwyn Mining Extension Company (Limited).—Vice-Chancellor Stuart has, by an order dated July 12, appointed Samuel Crane Fox to be official liquidator. Creditors are required, on or before October 21, to send their names and addresses, and the particulars of their debts or claims, to Samuel Crane Fox, 63, Coleman-st. Nov 4 at 12 is appointed for hearing and adjudicating upon the debts and claims.

Young, Carrington, & Co. (Limited).—Petition for winding up, presented July 23, directed to be heard before Vice-Chancellor Malins on Aug 1. Clarke & Co, Coleman-st, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, July 19, 1867.

Chorlton-upon-Medlock Rechabite Loan Society.—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to Thomas Walton Gillibrand, George-st, Manchester. November 5, at 12.30, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, July 23, 1867.

National Permanent Benefit Building Society.—By an order made by the Master of the Rolls on July 13, it was ordered that the above Society be wound up. Lewis & Co, Old Jewry, solicitors for the petitioner.

Whitby Marine Society, Whitby, York. July 19.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 19, 1867.

Coote, Chas Thos, Queen's-gardens, Bayswater, M.D. Aug 19. Coote & Edwards, V.C. Stuart.

Harrison, Leonard, Camden-ter West, Camden-town, Tailor. Oct 25. Harrison & Harrison, V.C. Stuart.

Hooper, Wm, Prince-st, Stamford-st, Gent. Sept 2. Barrett & Mulberry, M.R.

Miles, John, Pontymister, Monmouth, Ironfounder. Sept 1. Miles & Evans, V.C. Malins.

TUESDAY, July 23, 1867.

Bartholomew, Danl, Stubington, Southampton, Malster. Oct 19. Hunt & Binnet, V.C. Malins.

Campbell, Thos, Basinghall-st, Clothworker. Sept 2. Campbell & Oblein, M.R.

Flatters, Elizab, Oct 31. Banks & Barnes, M.R.

King, Geo, Buckingham. Nov 5. Williams & King, V.C. Malins.

Ramadge, Francis Hopkins, Clarges-st, Piccadilly, Doctor. Sept 5. Ramadge & Ramadge, V.C. Malins.

Robinson, Christopher, Norwich, Carver. Oct 18. Whiting & Robinson, V.C. Stuart.

Taylor, Wm, Boetle-cum-Linacre, Lancaster, Market Gardener. Sept 30. Taylor & Taylor, V.C. Stuart.

Whitelegge, Jas, Northenden, Chester, Esquire. Sept 1. Whitelegge & Whitelegge, V.C. Malins.

Wild, Jas, North End Villa, Fulham, Esq. Sept 2. Wild & Wild, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 19, 1867.

Ansell, Thos, Harley-pl, Bow-rd, Doctor. Sept 2. Price, Abchurch-lane.

Beddall, Josiah, Rylands Farm, Essex, Farmer. Sept 12. Blood Witham.

Ellam, Ann, Newton-withip-Mackerfield, Lancaster, Widow. Sept 9. Leigh & Ellis, Wigan.

Everett, Martha, Bedford-sq, Spinster. Sept 1. Tylee & Co, Essex-st Strand.

Fleming, Danl, Bishopwearmouth, Durham, Ship Owner. Aug 31. Alecock, jun, Sunderland.

Green, John, Cliftonville, Hove, Sussex, Builder. Sept 20. Cooper & Co, Brighton.

Holmes, Joseph, Walton, nr Lpool, Stockbroker. Sept 20. Payne & Co, Leeds.

Matthews, Clara, Reading, Berks, Widow. Aug 15. Slocombe, Reading.

McGrath, Hugh, Carlisle, Innkeeper. Aug 3. Wannop, Carlisle.

Page, Geo Curry, Stony Stratford, Buckingham, Lieut-Col. Sept 5. Parrott, Stony Stratford.

Pinnington, John, Ashton-within-Mackerfield, Lancaster, Builder. Sept 9. Leigh & Ellis, Wigan.

Sanders, Wm, Shaidin, nr Teignmouth, Devon, Gent. Sept 15. Howard, Weymouth.

Smith, John, Durham, Music Seller. Aug 15. Peale, Durham.

Stansfeld, Josias Logan, Lloyd's, Underwriter. Sept 12. Pinniger & Co, Gt George-st, Westminster.

Williams, Theophilus, Burnham, Somerset, Vicar. Sept 1. Brien, Burnham.

Woolerson, John, Farset Fen, Huntingdon, Farmer. Aug 23. Broughton & Wyman, Peterborough.

Woolley, Henry, Ashby-rd, Islington, Gent. Sept 29. Clare, Fenchurch-st.

TUESDAY, July 23, 1867.

Bagshaw, Edwin, Nottingham, Wine Merchant. Sept 6. Burton & Son, Nottingham.

Barron, Wm, Sheffield, Fish Salesman. Aug 10. Binney & Son, Sheffield.

Britt, Fredk John, Clifton, Bristol, Watchmaker. Sept 12. Bush Bristol.

Brooke, Wm, Burbage Wharf, Wilts, Coal Merchant. Sept 14. Merri-mans & Gwillim, Marlborough.

Bussey, Ann, Bordesley, Birm, Spinster. Aug 20. Willis, Birm.

Cannell, Chas, Gt Yarmouth, Norfolk, Gent. Sept 10. Barnes, Gt Yarmouth.

Curtis, Saml, Norwell, Nottingham, Gent. Sept 25. Welby & Wing, Nottingham.

Gale, Chas Wm, Chepstow, Monmouth, Esq. Oct 1. Lingwood, Cheltenham.

Hall, Samuel Sanderson, Inkerman-ter, Kensington, Esq. Sept 2. Rixon & Son, Cannon-st.

Hatt, Chas, Brewer-st, Pimlico, Cowkeeper. Oct 1. Smith & Gwill, Northumberland-st, Strand.

Hodgson, Jas, Clerk-hill, Whalley, nr Blackburn, Lancaster, Gent. Sept 18. Broadbent, Bolton-le-moors.

Ince, John, Chester-sq, Fimlico, M.D. Aug 24. Withall, Parliament-st, Westminster.

Jacques, Geo, Skitchley, Leicester, Farmer. Sept 4. Preston, Hinckley.

Lethbridge, Robt, West Thurrock, Romford, Essex. Aug 19. Martin, Thos, Argyle-st, Westminster, Gent. Aug 19. Pike & Son.

Masters, Sarah, Wincanton, Somerset, Spinster. Sept 13. Nalder, Shepton Mallett.

Painter, Joseph Wm, Dean's-hill, Stafford, Warehouseman. Sept 1. Spillsbury, Stafford.

Ryder, Mary, Cumberland-lodge, Windsor, Berks, Spinster. Aug 20. Phillips, Windsor.

Seamell, Mary, Sutton Mandeville, Wilts, Widow. Sept 1. Wilson & Co, Salisbury.

St. Patrick, Chas Geo Hy, Bridgnorth, Salop, Gent. Aug 23. Hyde & Clarke, Worcester.

Tattersall, John, Burnley, Lancaster, Gent. Sept 1. Handaley & Artindale, Burnley.

Taylor, Edwd Moore, Stone, Stafford, Gent. Sept 20. Saben, Stone.

Tower, Christopher Thos, Weald Hall, Essex, Esq. Nov 1. Nicholl & Co, Carey-st, Lincoln's-inn.

Walke, Edwd, Plymouth, Devon, Flour Merchant. Aug 15. Phillips & Sons, Plymouth.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 19, 1867.

Akroyd, Wm, Eland, York, Cotton Spinner. June 22. Asst. Reg July 18.

Allcorn, Hy, Maidstone, Kent, Plumber. July 13. Comp. Reg July 17.

Akew, Wm, Barrow-in-Furness, Lancaster, Saddler. July 3. Asst. Reg July 18.

Aakwith, Wm, Thormanby, York, Labourer. June 18. Comp. Atwood, Edwd, Portsea, Hants, Grocer. June 19. Asst. Reg July 16.

Barron, John, Newtown, Stafford, Innkeeper. June 17. Comp. Reg July 18.

Beckett, Jas Marshall, Manch, Manufacturing Chemist. July 16. Comp. Reg July 17.

Bickertat, Hy, Preston, Lancaster, Draper. July 11. Comp. Reg July 18.

Bowles, Moses, Norwich, Draper. June 28. Asst. Reg July 17.

Brown, Saml, Hunslet, nr Leeds, Baker. June 22. Asst. Reg July 19.

Capiter, John Lushy, Cleethorpes, Lincoln, Station Master. June 26. Asst. Reg July 17.

Cheverton, Hy, Ryde, Isle of Wight, Grocer. June 25. Asst. Reg July 17.

Claburn, Jas Willis, Norwich, Plumber. July 4. Asst. Reg July 17.

Connor, Richd, Grove-passage, Hackney, Livery Stable Keeper. July 13. Comp. Reg July 19.

Conway, Wm Neill, Wellesly-villas, Tottenham, Furrier. June 30. Comp. Reg July 18.

Crossman, Chas Percy, Queen Anne-st, Cavendish-sq, Esq. July 1. Comp. Reg July 18.

Dawton, John Maw, Paternoster-row, Publisher. July 16. Comp. Reg July 17.

Davies, David, Yard Nantll, Carnarvon, Labourer. July 5. Comp. Reg July 16.

Deports, Vincent, & John Baptist Jas Deports, Union-ct, Old Broad-st, M.Chans. June 19. Asst. Reg July 17.

Edwards, Wm, Newbridge, Denbigh, Grocer. June 27. Asst. Reg July 16.

Elliott, Jas Wm, Kilburn Priory, Professor of Music. June 21. Comp. Reg July 16.

Elmore, Wm, Lpool, Licensed Victualler. July 17. Inspectorship Reg July 19.

Fisher, Job, Lancashire-hill, Heaton Norris, Lancaster, Wheelwright. June 21. Comp. Reg July 17.

Ford, Wm, Red Lion-st, Clerkenwell, Lapidary. July 11. Comp. Reg July 18.

Forryth, John, Llanerchymedd, Anglesey, Chemist. June 29. Asst. Reg July 18.

Freeman, Hy, Barnsley, York, Hay Dealer. July 15. Comp. Reg July 17.

Gill, Jesse, Birkenhead, Chester, Gas Fitter. June 30. Comp. Reg July 16.

Green, Fredk, Birm, Druggist. May 20. Comp. Reg July 19.
Hancock, Walter, Gt Western-ter, Paddington, Manager to a Tea Merchant. July 17. Comp. Reg July 18.
Harris, Geo Smith Delaville, Leighton Buzzard, Bedford, Surgeon. June 21. Comp. Reg July 17.
Hastings, Alex, Cheltenham, Gloucester, Draper. June 24. Asst. Reg July 18.
Hill, Wm Ridings, Bolton, Lancaster, Boiler Maker. June 21. Asst. Reg July 16.
Horstall, Isaac, Alderwasley, Derby, Miller. June 21. Asst. Reg July 16.
Jones, Elias, Newport, Monmouth, Ship Chandler. June 20. Comp. Reg July 17.
Jones, Morgan, Cymmer, Glamorgan, Grocer. June 19. Asst. Reg July 16.
King Geo, Aylesbury-st, Clerkenwell. June 23. Comp. Reg July 16.
Lee, Isaac John, Bishopsgate-st Without, Printer. July 17. Comp. Reg July 19.
Lee, Joseph, Conisbrough, York, Innkeeper. June 23. Comp. Reg July 17.
Lord, Chas, Haywood, Lancaster, Draper. July 17. Comp. Reg July 19.
Lynch, Jas Jos, Curtain-rd, Finsbury, Commission Agent. July 17. Asst. Reg July 18.
Lyons, Nathan, Mitre-st, Aldgate, Cocoa Nut Merchant. July 16. Comp. Reg July 19.
Maitland, Edwin, George-yd, Lombard-st, Wine Merchant. July 6. Comp. Reg July 18.
Melom, Francis, Bristol, Stone Ware Manufacturer. June 19. Asst. Reg July 16.
Mitchell, Geo, Shenley, Herts, Accountant. July 10. Comp. Reg July 18.
Moffett, Geo, Jarrow, Durham, Beerhouse Keeper. June 29. Asst. Reg July 18.
Morey, Wm John, Devonport, Devon, Jeweller. July 17. Comp. Reg July 19.
Morgan, Felix, Bishop Auckland, Durham, Travelling Draper. July 8. Asst. Reg July 17.
Morton, Chas, Oxford-st, Gent. July 6. Comp. Reg July 18.
Moss, Geo Benj, Gt Suffolk-st, Southwark, Boot and Shoe Manufacturer. June 29. Comp. Reg July 16.
Nathan, Hy John, Middlesex-st, Aldgate, Butcher. July 16. Comp. Reg July 18.
Newberg, John, Broomhaugh, Northumberland, Butcher. July 16. Comp. Reg July 17.
Nunn, Wm Adams Dams, Newport, Isle of Wight, Lace Manufacturer. July 27. Comp. Reg July 17.
Padmore, Wm, Lpool, Agent. July 16. Comp. Reg July 18.
Pearson, Joseph, Manch, Grocer. July 3. Asst. Reg July 18.
Phillips, Wm, Fynon Fawr, Talystont, nr Brecon, Farmer. July 13. Asst. Reg July 16.
Potter, Edwd John, Haverfordwest, Printer. June 20. Comp. Reg July 16.
Powell, Hy, Stourbridge, Worcester, Butcher. June 27. Comp. Reg July 19.
Pownall, Lydia Sarah, Salford, Lancaster, Manufacturing Chemist. June 29. Comp. Reg July 17.
Preston, John, Jun, Chester, Broker. July 3. Asst. Reg July 18.
Rawlings, Thos, Gresham House, Old Broad-st, Merchant. May 31. Comp. Reg July 13.
Roche, Alfred Beale, Ironmonger-lane, India Rubber Manufacturer. June 26. Asst. Reg July 17.
Savage, Hy Chas, Cambridge-town, Surrey, Tailor. June 18. Comp. Reg July 16.
Savory, John Lindsay, Lancaster-ter, Lancaster-rd, Notting-hill. Comm Agent. July 13. Comp. Reg July 18.
Sharp, Wm, Denmark-rd, Cold Harbour-lane, Camberwell, Builder. July 19. Comp. Reg July 17.
Sims, Richd, North Shields, Northumberland, Ship Chandler. June 22. Asst. Reg July 19.
Singsby, Chas, Halme, Lancaster, Boot Dealer. June 20. Comp. Reg July 16.
Sowry, Fras, Leeds, Hat Manufacturer. July 15. Comp. Reg July 17.
Tucker, Wm, Cambridge-ter, Notting-hill, Gent. July 16. Comp. Reg July 19.
Wadsworth, Thos, Halifax, York, Painter. July 6. Comp. Reg July 17.
Ward, Joseph, & Geo Hinde, Coningsby, Lincoln, Draper. June 22. Asst. Reg July 18.
Watts, Jas, Castle Gresley, Derby, Grocer. July 11. Asst. Reg July 19.
Wickatt, John Hy, Aberavon, Glamorgan, Tailor. June 24. Comp. Reg July 17.
Wilson, Joseph, Hayrigg, Cumberland, Farmer. June 22. Comp. Reg July 17.
Windust, Chas, Townsend-villa, Richmond, Gent. June 29. Comp. Reg July 19.
Wordsworth, Thos Hy, West Bromwich, Stafford, Retail Brewer. July 12. Comp. Reg July 17.
Wray, John Osterfield, Dorset-st, Portman-sq, Inventor. July 18. Comp. Reg July 18.
Young, Luther, Bow-lane, Gasfitter. June 21. Asst. Reg July 15.

TUESDAY, July 23, 1867.

Adams, Geo, Willingdon, Sussex, Corn Merchant. June 27. Asst. Reg July 22.
Andaley, Joseph, Morley, York, Quarryman. July 17. Comp. Reg July 20.
Anston, Stephen, Snow-hill, Coffee-house Keeper. June 7. Comp. Reg July 16.
Bage, Wm Hy, Colchester, Essex, Licensed Victualler. June 21. Comp. Reg July 19.
Banks, Ellis, White Hart-st, Kennington, no occupation. July 17. Comp. Reg July 22.
Bate, Geo Jas, Lpool, Tailor. June 24. Comp. Reg July 22.
Bell, Thos, Newcastle-upon-Tyne, Provision Dealer. July 16. Comp. Reg July 19.

Bernister, John Thos, Salisbury, Wilts, Grocer. July 5. Asst. Reg July 19.
Bethell, The Hon Richd Augustus, St Leonards, Sussex. July 18. Asst. Reg July 23.
Brookes, Wm, Wm Hy Brookes, John Shaw Brookes, & Edwd Brookes, Sheffield, Cutlery Manufacturers. June 22. Inspectorship. Reg July 20.
Cavill, Chas, Bridgewater, Somerset, Shopkeeper. July 13. Comp. Reg July 22.
Chadwick, John, & Joseph Chadwick, Oldham, Lancaster, Cotton Spinners. July 19. Comp. Reg July 23.
Challinger, Joseph Hy, Isip-st, Kentish-town-rd, Pianoforte Maker. July 17. Comp. Reg July 20.
Cooper, Geo Robt, Tunstall, Stafford, Grocer. July 18. Asst. Reg July 22.
Comfort, Edwin Jas, and Thos Heslope Howe, Clifton-rd, Newcross, Wire Workers. July 17. Comp. Reg July 19.
Cruikshank, John, Chaddle, Chester, Dealer in Horses. July 20. Asst. Reg July 22.
Cuby, David, Gt St Helen's, Merchant. July 19. Comp. Reg July 22.
Deere, John Morgan, South-sq, Gray's-inn, Attorney. June 24. Asst. Reg July 22.
Doak, Robt, Reading, Berks, Draper. June 25. Asst. Reg July 18.
Fahwick, John, Cottingham, York, Butcher. June 25. Comp. Reg July 22.
Fownes, Edwin, Bromley-common, Kent, Licensed Victualler. July 19. Comp. Reg July 23.
Gifford, Nathaniel, John's-ter, Holloway, Linendraper. July 2. Comp. Reg July 19.
Goodrick, John, Crown-st, Hoxton, Tinplate Worker. July 12. Comp. Reg July 22.
Guilford, Thos Hy, Manch, Cotton Spinner. July 18. Comp. Reg July 22.
Hagarty, Jas, Manch, Woollen Cloth Merchant. July 4. Comp. Reg July 22.
Hall, Thos, jun, Battersea-sq, out of business. July 4. Comp. Reg July 22.
Hall, Geo, Leicester, Music Hall Proprietor. July 18. Comp. Reg July 22.
Hampson, John, & David Hampson, Longton, Stafford, Earthenware Manufacturers. June 24. Comp. Reg July 22.
Hannan, Michael, Lpool, Outfitter. July 22. Comp. Reg July 23.
Hatchler, Wm, Bristol, Baker. July 2. Conv. Reg July 19.
Hood, Wm, Chapel-st, Curtain-rd, Shoreditch, Cabinet Maker. July 20. Comp. Reg July 23.
Hodgson, John, South Shields, Durham, Eating House Keeper. June 22. Asst. Reg July 20.
Holloway, Rev. John Fredk Evans, Tunbridge Wells, Kent, Clerk. June 26. Asst. Reg July 20.
Honour, Hy, Birm, Corn Dealer. June 24. Comp. Reg July 20.
Horn, Wm Hy, Kingston-upon-Hull, Provision Dealer. June 26. Asst. Reg July 22.
Humphrey, Thos Richardson, Kingston-upon Hull, Shipbuilder. June 26. Comp. Reg July 22.
Inder, Geo, Liquorood-st, Gray's-inn-lane, Boot Maker. July 4. Comp. Reg July 19.
Innings, Richd Wm, Buehill-row, Gas Fitter. July 19. Comp. Reg July 22.
Jones, Wm, Conway, Carnarvon, Ironmonger. June 25. Asst. Reg July 19.
Knights, Jas Watling, Woodbridge, Suffolk, out of business. July 10. Comp. Reg July 23.
Laing, Wm Garvie, & Edwin Richd Pearce, Birm. June 21. Comp. Reg July 19.
Lawson, Hy, Burslem, Stafford, Cabinet Maker. June 26. Comp. Reg July 22.
Lewis, Wm Emanuel Watkin, Aldershot, Southampton, Messman. July 20. Asst. Reg July 23.
Marlow, Jas, Queen's-row, Kennington, Cab Proprietor. July 12. Comp. Reg July 20.
Melville, Geo Edwd, Bristol, Confectioner. July 1. Conveyance. Reg July 19.
Morgan, Morgan, Cardiff, Glamorgan, Cabinet Maker. July 18. Comp. Reg July 19.
Parker, Jas Wm, & Fredk Stearn, King William-st, Tailors. July 16. Comp. Reg July 20.
Perry, Hy Hebditch, Crewkerne, Somerset, Auctioneer. July 6. Asst. Reg July 23.
Savage, Thos, Macclesfield, Chester, Smallware Dealer. July 20. Comp. Reg July 23.
Sheppard, Chas, Southampton, Upholsterer. June 22. Asst. Reg July 19.
Sheriff, Edmund John, Seymour-pl, Bryanston-sq, Potato Salesman. July 11. Comp. Reg July 22.
Shorroek, Fredk Ainsworth, Preston, Lancaster, Bookkeeper. June 26. Comp. Reg July 23.
Sketchley, Wm, Melcombe Regis, Dorset, Wood-cutting Engineer. June 24. Asst. Reg July 19.
Smith, Wm Nelson, & Geo Hy Fryer, Fenchurch-st, Marine Insurance Brokers. July 15. Inspectorship. Reg July 23.
Taylor, John, Strangeways, Manch, Tanner. July 5. Asst. Reg July 19.
Taylor, Hy, Chester, Coal Master. July 5. Asst. Reg July 22.
Thomas, Edwd, Birm, Provision Dealer. June 27. Comp. Reg July 22.
Tunna, Thos Edgerton, Stockport, Chester, Grocer. June 27. Comp. Reg July 22.
Varnham, Arthur, Bedford-st, Strand, Bookseller. July 22. Comp. Reg July 23.
Whitfield, Thos, & Arthur Children, Liscard, Chester, Saddlers. June 23. Asst. Reg July 24.
Whitty, Ellis, Lpool, Dining-room Keeper. July 18. Comp. Reg July 23.
Winter, Hy Stephen, Lower Phillimore-pl, Kennington, Bookseller. July 19. Asst. Reg July 22.
Wright, Ann, & Geo Wright, Bristol, Printers. June 24. Asst. Reg July 20.

Bankrupts.

FRIDAY, July 19, 1867.

To Surrender in London.

Castelli, Stephen, & Chas Castelli, Gresham-house, Old Broad-st, Merchants. Pet July 17. Pepps. July 31 at 2. Lawrence & Co, Old Jewry-chambers.

Chiles, Geo Paice, St John's-wood-ter, Linen Draper. Pet July 13. July 29 at 1. Ashley & Tce, Frederick's-place, Old Jewry.

Christopher, Joseph Steer, Prisoner for Debt, London. Adj July 15. Roche. July 31 at 11.

Church, Edwd, Oxford-st, Hosier. Pet July 13. Pepps. July 31 at 11. Chidley, Old Jewry.

Clarke, Saml, Prisoner for Debt, Dorchester. Pet July 16. Hazlitt, Aug 6 at 12. Nicholls & Clark, Cook's-ct, Lincoln's-inn.

Cubitt, Martin, Prisoner for Debt, London. Adj July 15. Roche. July 31 at 11.

Daniel, Fredk Hy, Ladywell-pk, Lewisham, out of business. Pet July 16. Hazlitt. July 31 at 1. Edwards, Bush-lane, Cannon-st.

Davey, John Jas, Brentwood, Essex, Stationer. Pet July 16. Hazlitt. July 31 at 1. Preston & Dorman, Basinghall-st.

Davis, Albert, New Cross-rd, Auctioneer. Pet July 17. Pepps. Aug 6 at 12. Nickinson & Co, Chancery-lane.

Davy, Robt, Well-st, South Hackney, Licensed Victualler. Pet July 15. July 29 at 1. Beard, Basinghall-st.

De Lavieerie, Alfred Duboy, Henrietta-st, Covent-garden, Manager. Pet July 15. Hazlitt. July 31 at 12. Kelley & Co, New-inn, Strand.

Dove, Edmd, Bedford-st, Andover-rd, Holloway, out of business. Pet July 17. Pepps. July 31 at 11. Mustard, Furnival's-inn.

Dyer, Chas Jas, Ladbroke-grove-rd, out of business. Pet July 15. Hazlitt, July 31 at 12. Rigby, Coleman-st.

Edwards, Wm Young, & Saml Bruckshaw Simon, Delamere-crescent, Baywater, out of business. Pet July 17. Pepps. July 31 at 2. King, Queen-st, Cheapside.

Eves, John, Fenton-pl, Kennington Park-rd, Baker. Pet July 15. July 29 at 2. Pittman, Guildhall-chambers.

Frankenstein, Saml, Catherine-ct, Tower-hill, Merchant. Pet July 16. July 31 at 1. Holmes, Fenchurch-st.

Hopton, Geo Octavius, Bryanston-st, Portman-sq, Doctor. Pet July 17. Pepps. July 31 at 1. Godfrey, South-sq, Gray's-inn.

Hudson, Matthew Warter, Prisoner for Debt, London. Adj July 15. Roche. July 31 at 11.

Jones, Robt Slade, Fenchurch-st, Chartering Clerk. Pet July 16. Hazlitt. July 31 at 12. Webb, Austinfrs.

Mehra, Cowasjee Shapoorjee, & Geo Rogerson Goldie, Prisoners for Debt, London. Pet July 12. Pepps. July 30 at 2. Stevens & Co, Nicholas-lane.

Morice, Hubert Jay, Gower-st, Bedford-sq, no occupation. Pet July 15. Aug 5 at 12. Abraham, Sise-lane.

Newman, Hy, Prisoner for Debt, London. Adj July 15. Roche. July 31 at 11.

Nunn, Wm, Withersfield, Suffolk, Grocer. Pet July 12. July 29 at 12. Field & Co, Lincoln's-inn-fields.

Oliphant, Ferrand Augustus, Prisoner for Debt, London. Pet July 15 (for pau). Hazlitt. July 31 at 12. Dobie, Basinghall-st.

Pitt, Wm, Ivy-villas, Cambridge-rd, Turnham-green, Clerk. Pet July 16. Hazlitt. July 31 at 1.

Poupard, Chas, Chas Geo Poupard, & Andrew Gray Mackenzie, Stratford, Essex, Emery Merchants. Pet July 17. Pepps. July 31 at 2. Hughes & Co, Bucklebury.

Reddin, Edwd, Holland-pk-rd, Horse Dealer. Pet July 11. July 29 at 12. Lewis, St James-st, Bedford-row.

Reynolds, Chas Spurrest, Gloucester-place, Camden-town, Livery-stable Keeper. Pet July 16. Pepps. July 31 at 2. Weekes, Boswell-ct, Carey-st.

Smith, John, Kincaid, Prisoner for Debt, London. Pet July 17. Pepps. Aug 6 at 12. Hillier & Co, Fenchurch-st.

Smith, Fredk, Henry-st, Woolwich, Journeyman Joiner. Pet July 13. July 29 at 1. Buchanan, Basinghall-st.

Upton, Jas, Cammen, Seal, Kent, Farmer. Pet July 15. Aug 5 at 11. Drake, Basinghall-st.

White, Joseph Peter, Prisoner for Debt, London. Adj July 15. Roche. July 31 at 11.

To Surrender in the Country.

Barrow, Thos Troughton, Roshead, Lancaster, Clerk. Pet July 16. Postlethwaite, Ulverston, Aug 1 at 10. Jackson, Ulverston.

Bartlett, John, Birm, Builder. Pet July 16. Guest. Birm, Aug 2 at 10. Allen, Birm.

Bebington, Danl, Rhos Llanerchrugog, nr Wrexham, Denbigh, Baker. Pet July 1. Lpool, Aug 1 at 12. Best, Lpool.

Bradley, Chas, Birm, Commission Agent. Pet July 16. Hill. July 31 at 12. Hodgson & Son, Birm.

Brooks, Joseph, Hunslet, Leeds, Printer. Pet July 18. Leeds, July 29 at 11. Myers, Leeds.

Carson, Thos, Choriton-upon-Medlock, Manch, Cabinet Maker. Pet July 18. Murray. Manch, July 30 at 12. Barton, Manch.

Cordingley, Joseph Blinks, Wakefield, York, Commission Agent. Adj July 9. Mason. Wakefield, Aug 8 at 11. Fernandes & Gill, Wakefield.

Cork, Geo, West Cowes, Isle of Wight, Butcher. Pet July 13. Blake. Ryde, July 31 at 11. Hooper, Newport.

Cottrill, Jas Hodges, Birm, Seedman. Pet July 16. Tudor. Aug 2 at 12. Francis, Birm.

Crosland, Eliz, Paddock, nr Huddersfield, out of business. Pet July 3. Jones. Huddersfield, Aug 2 at 10. Leary, Huddersfield.

Davis, Joseph, Worcester, Warehouse Clerk. Pet July 16. Hill. Birm. July 31 at 12. Lowe, Dudley.

Edwards, Alex Colquhoun Jeffrey, Gt Crosby, nr Lpool, Clerk. Pet July 16. Lpool, July 30 at 11. Morris, Lpool.

Everson, Joel, Barton, Much Wenlock, Shropshire. Pet July 16. Poets. Madeley, Aug 7 at 12. Smallwood, Newport.

Fantom, Wm, Bliston, Stafford, Carpenter. Pet July 12. Brown. Wolverhampton, Aug 8 at 12. Stratton, Wolverhampton.

Forward, John Chas, Heading, Berks, Labourer. Pet July 15. Collins. Reading, Aug 2 at 10. Smith, Reading.

Garnett, Geo, Barrow-in-Furness, Lancaster, Labourer. Pet July 16. Postlethwaite, Ulverston, Aug 1 at 10. Jackson, Ulverston.

Gell, Robt, Sheffield, out of business. Pet July 6 (for pau). Crisp. Worcester, July 30 at 11. Tree, Worcester.

Giles, Martin, Bransgrove, Worcester, Builder. Pet July 17. Hill. Birm, July 31 at 12. Scott, Bromsgrove.

Harrop, Thos, Silkstone, York, Innkeeper. Pet June 12. Leeds, Aug 1 at 11. Leary & Leary, Huddersfield.

Heywood, Abraham, Stalybridge, Lancaster, Licensed Victualler, Pet July 9. Worthington. Ashton-under-Lyne, Aug 1 at 12. Toy, Ashton-under-Lyne.

Mahoney, Dennis, Swansea, Glamorgan, Dealer in Earthenware. Pet July 16. Russell. Merthyr Tydfil, July 30 at 11. Morris, Swansea.

Maslin, Waters Walker, Sleaford, Leicester, Auctioneer. Pet July 16. Tudor. Birm, July 30 at 11. Brewster, Nottingham.

Millard, Geo Hy, Blackford, Somerset, Draper. Pet July 10. Wilde. Bristol, July 31 at 11. Press & Co, Bristol.

Minion, Joseph, Derby, Stockinger. Pet July 4. Weller. Derby, Aug 21 at 12. Leech, Derby.

Owen, Joseph, Sutton, nr St Helen's, Lancaster, Glass Maker. Pet July 12. Ansell. St Helen's, July 31 at 11. Correns, St Helen's.

Pippett, Saml, Gloucester, Draper. Pet July 5. Wilde. Bristol, July 26 at 11. Wilkes, Gloucester.

Read, Geo, Islip, Oxford. Pet June 15. Stone. Bicester, July 23 at 11. Mills, Bicester.

Robins, Jevon, Morice-town, Devonport, Devon, out of business. Pet July 17. Pearce. East Stonehouse, July 31 at 11. Beer & Rundle, Devonport.

Sant, Joseph, Gwain-yr-Eirw, Llantrissant, Glamorgan, Licensed Victualler. Pet July 16. Spickett. Pontypridd, July 30 at 11. Thomas, Pontypridd.

Simmons, Thos, Atherstone, Warwick, Ironmonger. Pet July 16. Tudor. Birm, Aug 2 at 12. Baxter, Atherstone.

Somerton, John, Rainbow-hill, Worcester, Merchant's Clerk. Pet July 13. Crisp. Worcester, July 30 at 11. Wilson, Worcester.

Spencer, Edwd, Geo Spencer, John Spencer, & Wm Windle, Stock-stands, Lancaster, Cotton Waste Spinners. Pet June 24. Murray. Manch, July 30 at 11. Hall, Racup.

Taylor, Wm Edwd, Much Woolton, Lancaster, Draper. Pet July 17. Ansell. St Helen's, July 31 at 12. Tyrer, Prescott.

Thompson, Robt, Leeds, Agent. Pet July 13. Marshall. Leeds, Aug 1 at 12. Harle, Leeds.

Take, Hy, Acooke-green, Warwick, Brewer's Assistant. Pet July 18. Hill. Birm, July 31 at 12. Coleman, Birm.

Walker, Hy, Ulverston, Lancaster, Plasterer. Pet July 16. Postlethwaite, Ulverston, Aug 1 at 10. Jackson, Ulverston.

Willis, Edwd Chas, Pinxton, Derby, Surgeon. Pet July 9 (for pau). Weller. Derby, Aug 21 at 12. Leech, Derby.

Worldidge, Margaret, Blackley, Lancaster, French Perfumer. Pet July 17. Murray. Manch, July 30 at 11. Farrington, Manch.

Wright, Geo, Uppingham, Rutland, Ironmonger. Pet July 9. Shield. Uppingham, July 30 at 11. Durrant, Leicester.

Yealand, John, Nottingham, Labourer. Pet July 17. Patchitt. Nottingham, Oct 9 at 11. Belk, Nottingham.

To Surrender in London.

TUESDAY, July 23, 1867.

Berry, Sampson, Prisoner for Debt, London. Adj July 15. Aug 5 at 12.

Blackburn, Leonard, Prisoner for Debt, London. Adj July 15. Pepps. Aug 8 at 12.

Brotherwood, Isaac, Prisoner for Debt, London. Adj July 15. Pepps. Aug 8 at 12.

Cable, Jas Edwd, Harriet-square, Kingsland-rd, Printer. Pet July 13. Carey, John Thynne, Prisoner for Debt, London. Adj July 15. Aug 5 at 12.

Chardin, Caleb Cawston, Upper Clapton, Journeyman Printer. Pet July 20. Pepps. Aug 7 at 2. Butcher, Upper Clapton.

Clarke, John Vizedely, North-rd, Forest-hill, out of business. Pet July 19. Pepps. Aug 7 at 2. Fiddling & Co, Clifford's inn.

Cobb, John, Maidstone, Kent, Licensed Victualler. Pet July 13. Pepps. Aug 7 at 12. Geaussen, New Broad-st.

Curling, Edwd Geo, & Frederick Rose, Tower-hill, Licensed Victualler. Pet July 19. Pepps. Aug 7 at 12. Nash & Co, Suffolk-lane.

Day, John Kershaw, Cloudeley-rd, Islington, Carpenter. Pet July 15. Pepps. Aug 7 at 1. Steadman, Mason's-avenue.

Doerner, Ferdinand, Minories, Umbrella Manufacturer. Pet July 19. Pepps. Aug 7 at 12. Wood, Basinghall-st.

Field, Hy Macdonald, Prisoner for Debt, London. Adj July 15. Pepps. Aug 7 at 2.

Ford, Richd, Curtain-rd, Shoreditch. Foreman to a Carman. Pet July 19. Pepps. Aug 7 at 11. Wright, Chancery-lane.

Forman, Wm, Prisoner for Debt, Surrey. Adj July 13. Pepps. Aug 8 at 11.

France, Chas, Prisoner for Debt, London. Pet July 20 (for pau). Pepps. Aug 8 at 11. Gontley, Bow-st, Covent-garden.

Gray, Thos, Union-rd, Battersea, Hemp Dresser. Pet July 18. Murray. Aug 6 at 1. Scarf, Gt St Helens.

Handley, Jas, Prisoner for Debt, London. Adj July 15. Aug 5 at 12. Hatton, John Partridge, Prisoner for Debt, Canterbury. Pet July 16. Pepps. Aug 8 at 1. Walmisley & Co, Pancras-lane.

Hastings, Alfred Wm Sevin, Bridge-rd, Hammer-smith, out of business. Pet July 16. Pepps. Aug 6 at 1. Jones, Old Jewry-chambers.

Huxtable, John Elliott, Prisoner for Debt, London. Adj July 15. Pepps. Aug 8 at 12.

Jones, John Geo, High-st, Wandsworth, Fishmonger. Pet July 18. Pepps. Aug 6 at 2. Wheatley, Symond's-inn, Chancery-lane.

Jones, Stopford Thos, Prisoner for Debt, London. Adj July 15. Aug 5 at 1.

Judd, Hy, Garsnall-pl, Clerkenwell, Manager of a Printing Office. Pet July 18. Pepps. Aug 6 at 2. Pittman, Guildhall-chambers.

Kimpton, John Wm, Ilfley-rd, Oxford, Surgeon. Pet July 19. Pepps. Aug 7 at 1. Lewis & Co, Old Jewry.

Lee, Richd, Somerset-hotel, Strand, Surgeon. Pet July 20. Murray. Aug 6 at 1. Chilton & Co, Chancery.

Meek, Wm, Prisoner for Debt, London. Adj July 15. Aug 5 at 1.

Molyneux, Thos Tell, New Windsor, Printer. Pet July 15. Pepps. Aug 6 at 1. Pook, Lawrence Pountney-lane.

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5. **LOMBARD-STREET, E.C.**—To Bankers and others.—Highly important and exceedingly valuable Freehold Banking Premises, occupying a superficial area of 1,750ft., with a frontage of 37ft. 6 to Clement's-lane, lately in the occupation of the English Joint-Stock Bank (Limited).

Particulars and conditions of sale may be had of Messrs. C. F. KEMP, CANNON, FORD, & Co., Accountants, No. 8, Walbrook; of Messrs. CHATTERIS & NICHOLS, Accountants, 23, Lawrence-lane; of Messrs. LAWRENCE, PLEWS, & BOYER, Solicitors, Old Jewry-chambers, E.C.; at the Guildhall Coffee-house, Gresham-street, E.C.; and of the Auctioneers, 28, Poultry, E.C.

In July.—In re the English Joint Stock Bank, No. 29, Clement's-lane, Lombard-street, E.C.—In liquidation.—Highly valuable and important Freehold Banking Premises, situate in the very heart of the City, having a valuable frontage of 37 feet 6 inches to Clement's-lane, and occupying a superficial area of about 1,750 feet. The property is most substantially erected and of handsome design, containing on the ground floor a lofty and spacious banking-hall 18 feet in height, principal's private offices, also 12 spacious upper rooms, admirably adapted for offices, having a stone staircase and private entrance thereto; also in the rear and connected with the above, is a substantial building of three stories, with separate entrance from Three Kings-court. By order of the liquidators.

MESSRS. BROAD, PRITCHARD, & WILT-SHIRE are favoured with instructions to SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, Gresham-street, E.C., on TUESDAY, JULY 30th, at ONE o'clock precisely, the exceedingly valuable and highly important FREEHOLD BANKING PREMISES, known as the English Joint-Stock Bank, situate and being No. 29, Clement's-lane, Lombard-street, having a commanding frontage to Clement's-lane of 37 feet 6 in., and occupying a superficial area of 1,750 feet. The property contains every modern improvement and requirement being thus singularly adapted for a bank, insurance company, public offices, or for commercial purposes of any description where a commanding position in the heart of the city, and the immediate vicinity of the stock, money, and other markets is a desideratum. The property may be viewed on application.

Particulars and conditions of sale may be had of C. F. KEMP, Esq., liquidator, 8, Walbrook, E.C.; of H. CHATTERIS, Esq., liquidator, 21, Lawrence-lane, E.C.; of Messrs. LAWRENCE, PLEWS, & BOYER, Solicitors, Old Jewry-chambers, E.C.; at the Bank, No. 29, Clement's-lane; at the Guildhall Coffee House, Gresham-street, E.C.; and at the offices of the Auctioneers, 28, Poultry, E.C.

In August.—Godstone-park, Surrey.—A charming Freehold Residence, with 40 acres of Land.—An exceedingly valuable and highly important Freehold Residential and Building property, comprising a most substantially erected, brick built residence, containing a noble entrance hall, 22ft. by 9ft., with portico entrance, and wide corridors, opening on to a well-stocked orchard and pleasure grounds; on the basement, the very extensive light and dry vaults, about 25ft. by 16ft.; ground floor, the spacious and lofty dining room, 21ft. by 18ft., with windows opening to the lawn, an elegant drawing room, with bay window, 20ft. by 16ft., wide corridor with conservatory, lobby, breakfast-room, fitted with handsome marble stove, 14ft by 14ft.; the very excellent kitchen, 18ft. by 17ft., fitted with patent kitchen and boiler range, hot plate, and every other convenience, with paved floor; back kitchen, with tiled flooring, 18ft. by 12ft., fitted with bread oven and kitchen range complete; scullery with brick flooring, and erection of sink and force pump, copper boiler, and furnace; good dairy; an enclosed covered yard in the rear, around which is erected a good coal cellar and wood ditto; larder or pantry, 9ft. by 9. On the upper floors 13 very lofty and spacious bed rooms. The house is delightfully situate on rising ground commanding most picturesque and extensive views, standing well back from the main road, and is approached by a carriage drive with lodge entrance. In the rear of the dwelling-house is a large yard, enclosed by a brick wall and park fence, a well-built two-stall stable and coach house, harness room, two rooms over outhouse, &c. The estate is well timbered, and contains in all about 80 acres of rich undulating pasture land, extending from the main road to the railway, the whole of which is now available for building purposes.

MESSRS. BROAD, PRITCHARD, & WILT-SHIRE are favoured with instructions to SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, Gresham-street, E.C., in AUGUST next, the very valuable, picturesque, and highly important FREEHOLD RESIDENTIAL ESTATE, known as Sunnyside House, Godstone Park, Surrey, together with about 36 acres of park land, well timbered, and offering most advantageous sites for the erection of gentlemen's residences.

Particulars, plans, and conditions of sale will be shortly published, and may be had at the Railway Hotel, Godstone; of Messrs. HABERSON, BROCK, & WEBB, Architects, 27, Bedford-place; of Mr. ALLEN, Sunnyside Lodge, Sunnyside House, Godstone; at Laker's Hotel, Redhill Junction; at the Guildhall Coffeehouse, Gresham-street; and of the auctioneers, 28, Poultry, E.C.

In August.—To Livestock Dealers, Jobmasters, and others.—First-class desirable Long Leasehold Stabling, coach-houses, &c., situate and being Nos. 5 to 17, Bristol-mews, Paddington. The property is let on yearly tenancies, and produces about £500 per annum. The property will be offered in 17 Lots, 15 of which are held at a peppercorn, and 2 at very nominal ground-rents of £2 each house.

MESSRS. BROAD, PRITCHARD, & WILT-SHIRE will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, Gresham-street, E.C., in AUGUST next, SEVENTEEN newly-built commodious STABLES, with coach-house, 10ft. and coachman's dwelling over, situate and being Bristol-mews, Paddington, a locality where this class of property is in daily demand; all let and producing an annual income of £501. Held on leases for very long terms at nominal ground-rents. May be viewed by permission of the tenants.

Particulars and conditions of sale may be had of Messrs. J. & T. N. SHEFFIELD, Solicitors, 51, Lime-street, E.C.; on the premises; at the Guildhall Coffeehouse, Gresham-street, E.C.; and of the Auctioneers, No. 28, Poultry, E.C.

In August.—Redhill, Surrey.—To Landowners, Builders, and others.—Highly-important Sale of a most valuable and attractive Building Estate of about 12 acres, eligibly situate in this most picturesque and salubrious locality, on the main turnpike road leading from Croydon to Redhill, being within a few minutes' walk of the Redhill Junction and Merstham stations on the South-Eastern Railway, and about 20 miles from London. The property has also an extensive frontage extending to the Reigate-road, and commands extensive views of the surrounding country. Houses are in great demand in this improving locality, and the above property offers most attractive sites for building purposes and the erection of gentlemen's residences.

MESSRS. BROAD, PRITCHARD, & WILT-SHIRE will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, in 134 Plots, about 13 acres of very valuable and important BUILDING LAND, having a most extensive and commanding frontage to the main turnpike road leading from Merstham, also on the road leading from Redhill to Reigate. Each plot will have an average frontage of 30ft. with a depth of 100ft. The property is most conveniently and eligibly situate, being within a few minutes' walk of the Redhill and Merstham stations on the South-Eastern, and London, Brighton, and South-Coast Railways, and commands extensive views of this most picturesque and salubrious locality.

Plans and particulars and conditions of sale are now preparing and may shortly be had at Laker's Hotel, Redhill Junction; at the White Hart Hotel, Reigate; at the Guildhall Coffeehouse, Gresham-street, E.C.; of Messrs. YOUNG, MAPLES, TEESDALE, & NELSON, Solicitors, Frederick's-place, Old Jewry, E.C.; of Messrs. HABERSON, BROCK, & WEBB, Architects, 27, Bedford-place, W.C.; and of the Auctioneers, 28, Poultry, E.C.

East Kent.—Important freehold and Land-tax Redeemed Estate, comprising several farms of the highest character, with superior residences, farm homesteads, and labourers' cottages; also numerous detached fields, situate in the parishes of Elmstone, Wingham, Freestone, Ash, and Stourmouth, the finest agricultural district in the county, distant six miles from Sandwich, eight from Canterbury, equidistant (about 13 miles) from Ramsgate, Margate, and Deal, three miles only from the Grove Ferry Station on the South-Eastern Railway, and four from the Adisham Station on the London, Chatham, and Dover Railway; the whole embracing an area of 681a. 3r. 19p.; also the Rectorial Tithe Rent-charge commuted upon land in the parish of Ash, and Tithe Rents charged upon properties in Elmstone; the whole producing £1,447 per annum.

MESSRS. BEADEL are instructed to SELL by AUCTION, at the MART, London, on THURSDAY, the 1st of AUGUST, at ONE o'clock precisely, the above valuable FREEHOLD and LAND-TAX REDEEMED ESTATES; comprising Elmstone, Freestone, Ash, and Stourmouth, with excellent residence, ballist's house, three cottages, and 255 acres of choice arable and marsh land; Dean Farm, Stourmouth, an excellent holding, with good residence, farm homestead, and 135 acres of first-class arable and marsh land; Preston Farm, a convenient small holding situate in the village of Preston, including a messuage divided into two tenements for labourers, and 33 acres of accommodation land; Goldstone and Sandhills Farms, a very superior occupation, with comfortable dwelling-house, four cottages, two farm homesteads, and 284 acres of excellent arable, marsh, and hop land; several enclosures of productive wood land, containing 23 acres; the Goldstone Parsonage tithe, commuted at £36 10s., and impropriate tithes, commuted at £23; also quit-rents charged upon land in Elmstone.

Further particulars may be obtained of L. WYNNE, Esq., 46, Lincoln's-inn-fields; and of Messrs. BEADEL, 25, Gresham-street, E.C.

MESSRS. DEBENHAM, TEWSON, & FARMER'S JULY LIST of ESTATES and HOUSES, including landed estates, town and country residences, manors and shooting quarters, farms, ground-rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or by post for one stamp. Particulars for insertion in the August List must be received by the 28th June at latest.

Leicester-square.—For sale, by order of the Mortgagee, Two Freehold houses, producing £170 per annum, and offering a most secure investment, well worth the attention of trustees and others.

MESSRS. DEBENHAM, TEWSON, & FARMER'S will SELL, at the MART, near the Bank, on TUESDAY, AUGUST 6, at TWO, in One Lot, the TWO FREEHOLD HOUSES, Nos. 17 and 18, Green-street, Leicester-square. No. 17 is let on a lease for three years from March, 1866, at £24 a year; No. 18 is leased to the Corporation of Public Baths and Wash-houses in the parish of St. Martin's for about 33 years unexpired, at £50 per annum, but is now worth considerably more.

Particulars of Messrs. BEVAN & WHITING, Solicitors, 6, Old Jewry, E.C.; and of the Auctioneers, 80, Cheapside.